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SAN FRANCISCO
HOUSING AUTHORITY COMMISSION

AGENDAS AND MINUTES

OCT. 1997

The Minutes of some of these meetings are missing.

3 1223 03473 6158

A SPECIAL MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, OCTOBER 9, 1997 AT 2:00 P.M., AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

REVISED, OCTOBER 8, 1997

NOTICE AND AGENDA

Special Meeting Held:
Thursday, October 9, 1997

440 Turk Street
San Francisco, CA 94102

1. **ROLL CALL:**

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alfred, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Richard Ford, Commissioner
   Marisa Moret, Commissioner

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OCT 0 8 1997

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2. APPROVAL OF AGENDA:

3. APPROVAL OF MINUTES:

4. GENERAL COMMUNICATIONS:

5. REPORT OF SECRETARY:

6. COMMITTEE REPORT:

7. REPORT OF COUNSEL:

8. TENANT REPRESENTATIVE REPORT:

9. PUBLIC COMMENT ON AGENDA ITEMS:

   NOTE: The Public will have the opportunity to comment on Agenda items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

10. **UNFINISHED BUSINESS:**

10/08/97 15:08 FAX 4152411029 S.F.HOUSING 001

11. **CONSIDERATION OF ACTION ITEMS:**

A) Resolution Amending The By-Laws Of The Housing Authority Of The City And County Of San Francisco To Provide That Regular Public Meetings Of The Authority Will Be Held At 3:00 P.M. Instead Of 4:00 P.M., On Every Second And Fourth Thursday Of Each Month.

B) Resolution To Increase Purchase Order No. 5370 By $14,624.25 To Pay Saagan Moving And Storage Company, Inc., For Moving And Storage Services Through The End Of The San Francisco Housing Authority Fiscal Year Ending September 30, 1997, For A Total Purchase Order Amount Of $114,524.25.

C) Resolution Authorizing The Acting Executive Director To Execute Change Order No. G-3 For Project Cal 1-18(4), Alice Griffith Security Gates, Contract No. 97032, With Holland Iron Works, Increasing The Amount Of The Contract By $27,168.98 For A Total Contract Price Of $161,041.36 And Extending The Time For Completion By Thirty (30) Days.

D) Resolution Approving The Proposed Memorandum Of Understanding Between The San Francisco Housing Authority And The Carpenters Union, Local No. 22 Bargaining Unit, And Authorizing The Acting Executive Director To Execute Said Memorandum Of Understanding.

E) Resolution Approving The Proposed Memorandum Of Understanding Between The San Francisco Housing Authority And The Carpet, Linoleum & Soft Tile Workers Union, Local No. 12 Bargaining Unit, And Authorizing The Acting Executive Director To Execute Said Memorandum Of Understanding.

F) Resolution Approving The Proposed Memorandum Of Understanding Between The San Francisco Housing Authority And The Electrical Workers Union, Local No. 6 Bargaining Unit And Authorizing The Acting Executive Director To Execute Said Memorandum Of Understanding.

G) Resolution Approving The Proposed Memorandum Of Understanding Between The San Francisco Housing Authority and The Glaziers Union, Local No. 718 Bargaining Unit, And Authorizing The Acting Executive Director To Execute Said Memorandum Of Understanding

H) Resolution Approving The Proposed Memorandum Of Understanding Between The San Francisco Housing Authority And The Plumbers And Steam Fitters union, Local No. 38 Bargaining Unit, And Authorizing The Acting Executive Director To Execute Said Memorandum Of Understanding

12) **PUBLIC COMMENT ON ITEMS NOT ON AGENDA:**

13) **ADJOURNMENT:**

Joy H. Conde
Acting Office Manager

4 49383 SFPL: ECONO JRS
75 SFPL 06/06/03 41

10/08/97 15:08 FAX 4152411029 S.F.HOUSING 002

(6) Agenda

SAN FRANCISCO HOUSING AUTHORITY

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October 6, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega,Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION TO INCREASE PURCHASE ORDER NO. 5370 BY $14,624.25 TO PAY SAAGAN MOVING AND STORAGE COMPANY, INC., FOR MOVING AND STORAGE SERVICES THROUGH THE END OF THE SFHA FISCAL YEAR ENDING SEPTEMBER 30, 1997, FOR A TOTAL PURCHASE ORDER AMOUNT OF $114,524.25

The attached Resolution is seeking authorization to increase the encumbrance on Purchase Order No. 5370 in order to pay outstanding invoices so that said purchase order may be closed out for the 1996-97 fiscal year.

The Authority entered into a contract with Saagan Moving and Storage Company, Inc., to provide moving and storage services in connection with eviction actions prosecuted by the Legal Department. The Authority has outstanding invoices totalling $14,624.25 for services performed during the months of July through September 30, 1997. In order to close out the existing purchase order established during the 1996-97 fiscal year, the encumbrance must be increased by $14,624.25. With this increase, the total purchase order amount on P.O. No. 5370 would be $114,524.25.

Funding to close out the existing purchase order is available through the Authority's Low Income Operating Budget.

I urge your adoption.

(Material prepared by Victoria R. Adams for Fradique Rocha, Legal Department)

RESOLUTION NO.: _____
DATE ADOPTED: _____

RESOLUTION TO INCREASE PURCHASE ORDER NO. 5370 BY $14,624.25 TO PAY SAAGAN MOVING AND STORAGE COMPANY, INC., FOR MOVING AND STORAGE SERVICES THROUGH THE END OF THE SFHA FISCAL YEAR ENDING SEPTEMBER 30, 1997, FOR A TOTAL PURCHASE ORDER AMOUNT OF $114,524.25

WHEREAS, in July 1996, the San Francisco Housing Authority ("Authority") entered into Contract #96023, Amendment #1, with the Saagan Moving and Storage Company, Inc., to provide moving and storage services in connection with eviction actions prosecuted by the Authority's Legal Department; and

WHEREAS, Saagan performed the necessary services throughout the 1996-97 fiscal year; and

WHEREAS, the Authority has outstanding invoices totalling $14,624.25 for the months of July, August and September, 1997; and

WHEREAS, in order to pay said outstanding invoices and close out Purchase Order No. 5370 for the 1996-97 fiscal year, the encumbrance must be increased by $14,625.25 for a total Purchase Order amount of $114,524.25; and

WHEREAS, funding for payment of said services is available through the FY 1996-1997 Low Income Operating Budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. Purchase Order No. 5370 is increased by $14,624.25 to pay Saagan Moving & Storage Company, Inc., for moving and storage services through the end of SFHA's fiscal year ending September 30, 1997.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Jyotte Sandoval
DEPUTY CITY ATTORNEY

10-7-97
DATE

(Material prepared by Victoria R. Adams for Fradique Rocha, Legal Department)

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Bird, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Acting Secretary/Executive Director

DATE: October 07, 1997

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER NO. G-3 FOR A CONTRACT WITH HOLLAND IRON WORKS AT HOUSING DEVELOPMENT CAL 1-18(4), ALICE GRIFFITH WHICH INCREASES THE TOTAL CONTRACT AMOUNT TO $161,041.36 WHICH REQUIRES COMMISSION APPROVAL.

This Resolution will authorize the Acting Executive Director to execute this change order G-3 with Holland Iron Works. They will be returning six (6) k-rails (concrete barriers) from Alice Griffith development to Potrero Hill Development. These k-rails were used to protect the gate and fence installation and during curing period and to protect the kiosk during construction; and, to install push button gate controller for kiosk to allow security guards to open and close both vehicle and pedestrian gates; and, to install motorized traffic controller at the Griffith Street existing gate.

As this work is needed to maintain the security gates at the Alice Griffith development, we recommend adoption of this resolution.

On March 5, 1997, the Authority entered into a contract with Holland Iron Works for the amount of 93,700. There are two change orders approved. On August 19, 1997, the Authority solicited proposals for the attached three items listed herein at development CAL 1-18(4), Alice Griffith. The amount $27,168.98 was submitted by the General Contractor and will require Commission approval.

As this work is urgently needed, I recommend that the attached Resolution be adopted at the October 9, 1997, Commission Meeting.

(Materials prepared by: Harriet Ihara & Barbara Smith- Housing Development)

RESOLUTION NO. _____
DATE ADOPTED _____

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER NO. G-3 FOR A CONTRACT WITH HOLLAND IRON WORKS AT HOUSING DEVELOPMENT CAL 1-18(4), ALICE GRIFFITH WHICH INCREASES THE TOTAL CONTRACT AMOUNT TO $161,041.36 WHICH REQUIRES COMMISSION APPROVAL.

WHEREAS, on August 18, 1997, the Authority received proposals from the Contractor for Change Order No. G-3 to return the six (6) K-Rails back to 25th and Mission Street, then we have a proposal from Holland Iron Works to install push button into the kiosk so that the guard can open the gates for pedestrians and vehicles; we then had a proposal for a Motorized Traffic Controller at the Griffith Street exit gate for the amount of $24,401.85 for a total cost of $27,168.98; and

WHEREAS, the Authority has evaluated the proposal and determined that Holland Iron Works has submitted a fair price for the above listed items; and

WHEREAS, all additional relevant documents submitted by the Contractor have been reviewed and found to be in order; and

WHEREAS, the proposal within the funding available in the 95 Comprehensive Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to award this Change Order No. G-3 to Holland Iron Works in the amount of $27,168.98.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

_____ _____

Sheryl L. Bregman Date
Deputy City Attorney

(Materials prepared by: Harriet Ihara & Barbara Smith- Housing Development)

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

August 22, 1997

ATTN: ASSISTED HOUSING MANAGEMENT BRANCH, 9.3 HMA

RE: COMPREHENSIVE GRANT PROGRAM
CHANGE ORDER CERTIFICATION NO. 3

In accordance with the provision of 7485.1 Rev.-4, Paragraph 9-23 (d), Certification, the following Change Order has been approved by the Housing Authority of the City and County of San Francisco:

PROJECT PHASE:	CGP92
PROJECT:	CAL 1-18(4), ALICE GRIFFITH
CONTRACT NO./NAME:	97032/SECURITY GATES
CONTRACTOR:	HOLLAND IRON WORKS
CONTRACT DATE:	MAY 5, 1997
CHANGE ORDER: G-3	AMOUNT: $27,168.98 TIME CHANGE: (+) 30 CALENDAR DAYS

DESCRIPTION OF CHANGE:

ITEM 1: **RETURN TRANSPORTATION AND POSITIONING OF SIX (6) K-RAILS FROM ALICE GRIFFITH DEVELOPMENT BACK TO POTRERO HILL DEVELOPMENT.** (See Holland Iron Works letter dated July 31, 1997).

ITEM 2: **INSTALL PUSH BUTTON GATE CONTROLLER FOR KIOSK TO ALLOW SECURITY GUARDS TO OPEN AND CLOSE BOTH VEHICLE AND PEDESTRIAN GATES.** (See Holland Iron Works letter dated August 18, 1997).

9169

ITEM 3: INSTALL MOTORIZED TRAFFIC CONTROLLER AT THE GRIFFITH STREET EXIT GATE (NOTE: ELECTRICAL POWER TO BE INSTALLED BY THE AUTHORITY) (See Holland Iron Works letter dated August 19, 1997).

FUNDING ANALYSIS

1.	Total Construction Budget	$161,041.36
2.	Obligated Fund under other contracts	$0.00
3.	Latest SFHA Construction Contract Amount	$133,872.38
4.	Subject Change: Change Order No. G-3	$27,168.98
5.	Revised SFHA Obligated Project Total	$161,041.36

The following adjustments will be reflected in the next CGP Quarterly Reports submitted for HUD review:

1460	**Site Construction**	$27,168.98
	TOTAL CHANGE:	$27,168.98

Under the provisions of 7485.1 Rev.-4, Paragraph 9-23 (d), the San Francisco Housing Authority does certify that:

(1) The proposed work is not included in the scope of the contract;

(2) The proposed work is necessary and economical;

(3) The proposed work is consistent with the Modernization requirements;

(4) The proposed work cannot practically be performed under a separate contract after completion of the contract:

(5) Any additional time required for the proposed work is reasonable; and

(6) Any additional costs can be approved within the latest approved budget and do not, when added to other change orders previously approved by the SFHA, exceed the HUD approved budget.

The approved Change Order and supporting documentation are on file in the office of Modernization Department. If you have any questions, please contact Tom Murry, Manager, Modernization Department at (415) 715-3174.

Sincerely,

Ronnie Davis
Acting Executive Director

cc: Raymond C. Lorenz; Acting Director; Contracting Division

HOLLAND IRON WORKS

P.O. Box 24471 · San Francisco, CA 94124
Phone: (415) 822-3150 · FAX: (415) 822-8960
License No. 726831

July 31, 1997

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124

Attention: Harriet Ihara

RE: Alice Griffith Security Fencing & Gates
CAL 1-18(4)
Request for Change Order

Dear Ms. Ihara

Following is our quote to remove the K rails and transport them to 25th and Missouri there old location.

Price includes residence hiring for traffic control.

Total Price $2103.00

Very truly yours,

William P. Holland

William P. Holland

HOLLAND IRON WORKS

P.O. Box 24471 · San Francisco, CA 94124
Phone: (415) 822-3150 · FAX: (415) 822-8960
License No. 726831

RECEIVED
AUG 18 1997
MODERNIZATION BRANCH

August 18, 1997

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124

Attention: Harriet Ihara

RE: Alice Griffith Project CAL 1-18(4)
Security Fencing & Gates
Contract No. 97032
Request for Change Order

Gentlemen:

Attached is a quotation from Electronic Innovations regarding a push button to be installed in the guard shack, so that the guard can open the gate.

Quote	$525.00
15% Overhead	78.75
10% Profit	60.38
Total Change Order request	$664.13

If you have any questions please feel free to call.

Very truly yours,

Carol Holland

Carol Holland

ELECTRONIC INNOVATIONS, INC.
21 PARR BLVD., RICHMOND, CA 94801, 510/233-2785
FAX: 510/232-2205

Change Order No. AA
Date 15 AUG 97

CHANGE ORDER/ADDITIONAL WORK AUTHORIZATION

BUYER Bill Holland	ADDRESS FAX 415-822-8960
PHONE	PROJECT FOREMAN
JOB LOCATION Annie Griffith Housing	JOB PHONE / JOB NUMBER 3467
DATE OF EXISTING CONTRACT	PERSON REQUESTING CHANGE/DATE Bill

You are hereby authorized to perform the following specifically described additional work or changes:

Furnish & install push button in guard shack. This P/B will control entry gate.

The additional charge for the above described work is $ ($ 525.00) and payment is to be made as follows:

The above described work is to be performed under the same conditions as specified in original contract unless otherwise stipulated. This revision becomes part of and in conformance with the existing contract.

State Contractor's Lic. No. 406508
State Alarm Lic. No. LA000811

By S.R. Burris
AGENT

Approved
AUTHORIZED OFFICER

BUYER

OFFICER-TITLE

HOLLAND IRON WORKS

P.O. Box 24471 · San Francisco, CA 94124
Phone: (415) 822-3150 · FAX: (415) 822-8960
License No. 725831

August 19, 1997

San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124

Attention; Tom Murry

RE: Alice Griffith CAL 1-13(4)
Security Fencing and Gates
Contract No. 97032

Gentlemen:

As per your request we are submitting a request for change order for Motorized Traffic Controller at the Griffith Street exit gate.

Please be advised that Griffith Street will have to be closed for one (1) week, due to excavation, concrete work, and the installation of the shredder.

ALSO NOTE THAT THE NECESSARY ELECTRICAL POWER WILL BE PROVIDED BY OTHERS.

Motorized Traffic Controller	$15,539.00
Residence Hiring for Traffic Control	
3 days 2 people 8 hrs each 48 hrs @ 60.00/hr	2,880.00
Warning Sign to prevent cars from trying to enter	871.00
	$19,290.00
15% Overhead	2,893.50
	22,183.50
10% Profit	2,218.35
Total Change Order Request	$24,401.85

If you have any questions please feel free to call.

Very truly yours,

Carol Holland

ELECTRONIC INNOVATIONS

21
PARR
BOULEVARD
RICHMOND
CALIFORNIA
94801
FACSIMILE:
510/232-3205
TELEPHONE:
510 233-2795

August 18, 1997

Mr. Bill Holland
Holland Iron Works
1440 Egbert Street
San Francisco, CA 94124

Re: Alice Griffith Motorized Traffic Controller

Dear Bill :

We are pleased to submit the following quote per your request. We propose to furnish and install the following equipment to control the traffic direction at the rear exit only gate.

(1) Delta Scientific traffic controller (6 ft. section), model # MTC-31.

(2) Delta Scientific additional traffic controller sections (3 ft.), model # MTC 31-01.

(1) Delta Scientific hand crank option, model # MTC-31-04.

(1) Delta Scientific synchro circuit, model # MTC-31-11.

(3) Electronic Innovations detection loops sawcut into the asphalt.

*Note : It is our understanding that the necessary electrical power will be provided by others.

Our price to perform the above is $13,539.00; including sales tax. Terms: $3860.00 deposit with balance due upon completion of installation. If upon commencement of the installation, it is discovered that additional work is required (other than what is described above), we can perform that work on a time and materials basis upon your written approval. We reserve the right to withdraw this quote after 30 days if not accepted.

Electronic Innovations will warranty the new parts and labor for one year, excluding misuse, neglect, vandalism, and acts of God.

**Note : Bill it is our recommendation that you install a warning sign outside the gate to prevent a car from trying to enter the property from the outside. Our price to provide and install this sign would be $371.00.

Please contact me if I can be of further assistance at 510/233-2795 ext 18. We look forward to being of service to you.

Authorization to Proceed:

_____
Authorized Signature

_____
Date

Very truly yours,

ELECTRONIC INNOVATIONS, INC.

Doug La Venture
Sales Engineer

10/9/97 Agenda

SAN FRANCISCO HOUSING AUTHORITY

• 440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 TELEPHONE: (415) 554-1200 •

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DATE: SEPTEMBER 19, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE CARPENTERS UNION, LOCAL NO. 22 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

Over the course of the last year, the San Francisco Housing Authority has been engaged in negotiations with various bargaining union locals representing employees of the agency. Among these is the Carpenters Union Local No. 22. The parties have now reached an agreement for a 3-year period, retroactive to October 1, 1996, and running through September 30, 1999, which governs the wages, terms and conditions of employment of these particular employees.

I urge your approval of this contract and your authorization to execute the agreement.

RD:FAR:gb

RESOLUTION NO. _____

DATE ADOPTED:_____

RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE CARPENTERS UNION, LOCAL NO. 22 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Francisco Housing Authority (the "Authority") and the Carpenters Union bargaining unit (the "Union") have reached agreement on issues related to the compensation structure and certain terms and conditions of employment for members of the Carpenters Union bargaining unit, pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et.seq.);

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The proposed Memorandum of Understanding between the San Francisco Housing Authority and the Carpenters Union Local No. 22 bargaining unit is approved.

2. The Acting Executive Director is authorized to execute a Memorandum of Understanding to be effective, retroactively, from October 1, 1996 through September 30, 1999.

APPROVED AS TO FORM AND LEGALITY

_____
Deputy City Attorney

Date_____

(Material prepared by F.Rocha, Legal Department)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO HOUSING AUTHROITY
AND
BAY COUNTIES DISTRICT COUNCIL OF CARPENTERS

PREAMBLE

This Memorandum of Understanding (hereinafter called the ***"MOU"***) is made and entered into this first day of October, 1996, between the San Francisco Housing Authority (hereinafter called the ***"Authority"***) and the Bay Counties District Council of Carpenters, and its Affiliated Local Unions (hereinafter Called the ***"Union"***).

The purpose of the Authority and the Union in entering into this contract is to set forth an agreement of wages and working conditions, for workers dispatched under this MOU, so as to promote orderly and harmonious relations between the Authority and craftspersons, to permit uninterrupted operations at the work sites, and to achieve the highest level of efficiency and craftspersons' performance consistent with safety, good health, and sustained effort.

The Authority shall comply with all applicable laws and all administrative regulations promulgated by the Department of Housing and Urban Development including the Annual Contribution Contract between the Department of Housing and Urban Development and the Authority.

ARTICLE I. RECOGNITION

Section 1. Recognition. The Union has been certified as exclusively representing certain craft classifications set forth in this MOU. This agreement shall cover all Carpenter Foremen, Journeypersons and Apprentices performing work within the specified classifications.

ARTICLE II. UNION/AUTHORITY RIGHTS

Section 1. Union Rights. The Union's designated officers (Business Representatives) and shop stewards shall have the following rights in addition to the rights contained in any other portion of this Agreement.

(a) The right to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the craftspersons dispatched under this MOU.

(b) The right to distribute this MOU to the craftspersons dispatched to the Authority.

(c) The right to hold meetings on an "as needed" basis with craftspersons. However, when such meetings are needed they are to be held prior to normal starting time whenever possible.

(d) The Union shall be entitled to a reasonable and adequate number of Stewards. A Steward shall be a working Journeyperson carpenter, appointed by the Union, who shall, in addition to his/her work as a Journeyperson be permitted to perform, during working hours, such of his/her union duties cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Authority agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify immediately the Authority of the appointment of each Steward to be confirmed by letter.

(e) With the exceptions noted herein, all provisions contained in the Carpenters Master Agreement for Northern California, (CMA) dated July 1, 1996, attached hereto and hereby incorporated by reference herein, shall be binding on the Authority and the Union.

Section 2. Management Rights. Any proprietary or managerial rights which were possessed by the Authority prior to the execution of this Agreement are retained by the Authority unless specifically abridged, modified, or forfeited herein. All issues not covered by this Agreement shall be governed by the Authority's policies and procedures.

ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITY

The Authority is a public body, which is incorporated and exists pursuant to the laws of the State of California and all administrative regulations promulgated by the Department of Housing and Urban Development.

Both the Union and the Authority agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or any actual or potential member of the bargaining unit because of race, color, sex, religion, marital status, national origin, ancestry, sexual orientation, physical or mental handicap, medical condition, handicapped status including visually and hearing impaired, status as a veteran or because of age or citizenship. There shall be no distinction between the wages paid to men and wages paid to women for the performance of work when performing same or equal job duties.

ARTICLE IV. SELECTION

Section 1. Hiring. Upon verbal notification from the Authority, the Union agrees to expeditiously dispatch the specified number of qualified craftspersons to the job site.

Section 2. Foreman. Any Journeyperson who performs the duties of a Foreman shall be compensated at that wage rate from the first day of performance of the duties. The Authority shall determine the minimum qualifications required for a Journeyperson to be considered for promotion to Foreman. In selecting among applicants, promotion to foreman positions, the Authority shall take into consideration both seniority and qualifications. The Authority shall confirm any promotion to foreman in writing. There shall be a minimum of one (1) foreman during this contract.

Section 3. Apprentices. The Union agrees that every effort shall be made to recruit and select apprentices from the tenant population of the Authority in accordance with the Department of Housing and Urban Development's requirement that twenty-five (25) percent of the total work force of the Authority represent tenants.

ARTICLE V. UNION SECURITY

All craftspersons covered by this MOU who are members of this Union in good standing, on the effective date of this MOU, shall remain members in good standing of the Union or the appropriate Local Union of the Union.

ARTICLE VI. SENIORITY

Section 1. Calculation of Seniority. Seniority is defined as the length of continuous paid employment with the Authority. Seniority shall be retained but shall not accrue during any period of leave without pay. All new hires shall work up to sixty (60) consecutive days probationary period before becoming eligible under Article VI. Seniority.

Section 2. Layoff and Rehire. Seniority by classification will apply in cases of layoffs and rehires. The Authority shall give five (5) working days prior notice to any employee facing layoff. Notice shall be in writing and shall contain the reason, or reasons for layoff. Craftspersons' right to rehire shall be void after six (6) months from date of layoff. Prior to layoff, if requested by the Union, the Union and Authority shall meet and confer regard the order of the seniority list. On recall from layoff, the employee shall be returned to the classification held at the time of layoff.

ARTICLE VII. WAGES & FRINGE BENEFITS

The wage rate for all craft classifications set forth in this MOU shall increase 2% effective October 1, 1996; 1.5% effective January 1, 1997; 2% effective October 1, 1997; 1.5% effective January 1, 1998; 2% effective October 1, 1998 and 1.5% effective January 1, 1999. Fringe benefits shall be paid consistent with the CMA (e.g., Health and Welfare, Pension, Annuity, Vacation, Supplemental Dues, Apprentice, and UBC Health & Safety Fund) and shall be deducted from the total hourly rate. The Foreman wagex rate shall be paid one dollar and fifty cents ($1.50) an hour above the current journeyman's wage rate. The wage rates for apprentice(s) shall be per CMA Apprentice Percentage Schedule, of the Journeyperson hourly rate.

ARTICLE VIII. PERFORMANCE

The Authority reserves the right to establish performance standards for all classifications for which craftspersons shall be dispatched to perform. Any craftsperson who does not meet acceptable standards of performance shall be instructed to cease performing and return to the Union Hall and not be dispatched to the Authority for future jobs. All discharges after the fifth (5th) day of employment are subject to the grievance procedure for just cause.

ARTICLE IX. RULES OF CONDUCT

The Authority shall establish reasonable rules and regulations concerning the conduct and performance of all individuals working for the Authority including craftspersons. The Union shall be given prior notice of the establishment of such rules and regulations.

Section 1. Dismissal. The Authority shall dismiss craftspersons for violation of Rules of Conduct. Violation of Rules of Conduct shall include, but not be limited to possession of intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working time; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting or inciting others to fight on the Authority's premises or during working time; failure to possess a current and valid California driver's license if required by job description or uninsurability by the Authority's Insurance Carrier; unauthorized use of the Authority's property or vehicles; deliberate destruction of the property of the Authority, tenants or other employees; concealment of defective work; sleeping on the job; inadequate job performance; failure to report to work for two consecutive days without notice to the Authority, and excessive tardiness. The Union shall be notified when craftspersons have been found in violation of the Rules of Conduct and the Union shall not dispatch such craftsperson to the Authority for future jobs.

If the Authority determines that immediate action is warranted, the Authority has the vested right in the interest of the Authority to take such action. Any craftsperson claiming unjust dismissal may file a written grievance under the Grievance Procedure. (Article X.)

ARTICLE X. GRIEVANCE PROCEDURE

Section 1. Grievance. A Grievance is defined as a dispute or controversy between the Authority and the Union, or between the Authority and a member of the bargaining unit, concerning the interpretation, application, and alleged breach of this Agreement.

Section 2. Eligibility. All craftspersons are eligible to use the grievance process as method to resolve alleged violations of specific provision(s) of the MOU. The process is also available to the Union for the resolution of issues as defined in Section 1.

Section 3. Provisions. The Authority and the Union are committed to resolution of complaints in a prompt and equitable manner. This grievance procedure provides the carpenter(s) and/or the Union with a vehicle for resolving complaints. Toward this end a four (4) level sequential procedure involving increasingly higher levels of management review of unresolved complaints, is hereby established. All grievances shall be filed within five (5) working days of alleged grievance or the right to grievance shall be considered waived and lost.

Section 4. Four Level Sequential Procedure.

(a) **Level One.** ***Informal Verbal Resolution between the craftsperson and the Branch Manager***

No matter shall be considered a grievance until it is first taken up orally by the craftsperson(s), shop steward and/or Union with the Branch Manager.

The Branch Manager shall provide a prompt and full investigation of the grievance, making every attempt to resolve the craftperson's concern. The Branch Manager shall render a decision, within ten (10) working days of the initial discussion of the alleged grievance with the craftsperson(s) shop steward and/or Union. If the alleged grievance is not settled, it shall be reduced to writing and processed directly into Level Two and at that time it shall be considered as official grievance and subject to the time limits set forth herein.

(b) **Level Two.** ***Formal Written Grievance.***

If the craftsperson(s)/Union is not satisfied with the decision rendered at Level One, he/she may direct a written grievance to the Director of Human Resources within ten (10) working days after receipt of the decision. Failure to file a written grievance with the Director of Human Resources within the specified time frame shall negate the grievance, and the right to grieve shall be considered waived and lost.

(i) Dismissal. Grievances regarding alleged improper dismissal must be filed in writing within five (5) working days after such dismissal. Failure to file the grievance with the Director of Human Resources or her designee within the specified time frame shall negate the grievance, and the right to grieve shall be considered waived and lost.

(ii) Union Initiated Grievances. Union initiated grievances shall commence at Level Two of the grievance process. The Union must file a written grievance to the Director of Human Resources within five (5) working days of the alleged grievance or the right to grieve shall be considered waived and lost. The Director of Human Resources shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of the grievance from the Union.

(c) **Level Three.** ***Review and Decision by the Executive Director.***

If the stated position of the Authority is unsatisfactory to the craftsperson(s) and/or Union, the Union may refer the grievance to the Executive Director or his/her designee within ten (10) working days after receipt of the decision of the Director of Human Resources. Failure to refer the grievance to the Executive Director or designee within the specified time frame shall negate the grievance , and the right to grieve shall be considered waived and lost.

The Executive Director or designee shall review all pertinent information and relevant facts regarding the alleged grievance, and communicate in writing a decision to the Union within ten (10) working days. If the dispute remains unresolved, either party may request arbitration of the grievance.

(d) **Level Four.** ***Final and Binding Arbitration.***

Notice of intent to arbitrate shall be served by either party on the other within ten (10) working days from receipt of the date of receipt of the decision of the Executive Director or designee. The Arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of five arbitrators from the American Arbitration Association. Upon receipt of such a list, the parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

Except when an agreement of the facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the parties, and to make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The Arbitrator shall have no power to amend this agreement or to recommend such amendment. The fees and expense authorized and incurred by the arbitrator and reporter shall be borne equally by the Union and the Authority.

ARTICLE XI. WORK DAY AND WEEK

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day nor of days of work per week.

Section 1. Work Day. The normal work day shall be eight (8) hours between the hours of 8:00 A.M. to 4:30 P.M.

Section 2. Work Week. The normal work week shall consist of a 40 hours of work, Monday through Friday. Four (4) days each year will be selected by the Union as designated off days (per CMA). Work performed on Designated Off Days shall be subject to Section 4. **"Overtime."** Designated days off are as follows:

For 1997: Friday, February 14th; May 23rd; August 29th; December 26th;

For 1998: Friday, January 2nd; May 22nd; July 3rd; September 4th;

For 1999: Friday, May 28th; July 2nd; September 3rd; December 24th.

Section 3. Show-Up Time. When a craftsperson(s) has been requested to report for work and there is no work provided by the Authority, he/she shall be paid (4) hours show up time at the standard hourly rate for her/his classification, except where bad weather conditions beyond the control of the Authority, the individual shall be entitled to show up time only if he/she remains on the job site for two (2) hours pending abatement of such weather, unless sent home earlier by the assigned supervisor.

Section 4. Overtime. When work overload, or emergencies arise, the Authority has the option of asking any craftsperson(s) to work more than eight (8) hours. Time and one-half shall be paid for hours worked in excess of eight (8) but less than twelve (12) in any one day, on Saturdays and on designated off days. Double the straight-time rate will be paid for work performed in excess of twelve (12) hours in any one day or on Sundays or holidays.

Section 5. Holidays. The following are recognized holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

Section 6. Meal Periods. Meal periods are neither time worked nor time on pay status and will be observed for a one half (½) hour period.

ARTICLE XII. NO STRIKES

Section 1. Strikes. The Union and the Authority agree there shall be no strike, lockout or work stoppage by either party. The Union may withhold craftsperson or picket the Authority for non-payment of wages or Trust Fund contributions. The curtailment of operations for business reasons shall not be considered a lockout and shall be at the discretion of the Authority.

Section 2. Picket. The observance of the picket line of another organization sanctioned by San Francisco Building and Construction Trades Council and/or the San Francisco Central Labor Council shall not be considered a violation of this Article.

ARTICLE XIII. SCOPE OF WORK/COMPETITIVE BIDDING

Authority Resolution No. 2304 regarding Competitive Bidding authorizes and directs management to engage in outside competitive contracting at its discretion.

All craft work that is put out to bid will be at the prevailing wage rates for appropriate craft classifications in accordance with the regulations established by the Department of Housing and Urban Development and the policies of the Authority, and shall be consistent with federal regulations where Davis-Bacon rate is required. When possible, at least ten (10) days prior to work commencing, the Authority shall notify the Union in writing who the contract was awarded to, the location of the project(s) and the starting day and will comply with the local ordinances when city funds are utilized.

ARTICLE XIV. SAFETY

14.1 Equipment. The Authority shall make all necessary and reasonable provisions for the safety and health of the members of the bargaining unit during their hours of work. Adequate safety devices shall be provided by the Authority; and when such devices are furnished, their use shall be mandatory. The Authority shall continue to provide necessary facilities for maintaining sanitary conditions. These facilities shall be maintained and kept in sanitary condition.

14.2 Industrial Accidents. When a member of the bargaining unit is injured so seriously as to require that he/she be excused from work by an authorized representative of management, he/she shall be paid for the balance of the shift on which the industrial injury occurred.

14.3 Identification Badges. Identification badges shall be issued by the Authority and carpenter(s) shall be required to wear such identification badges during working hours.

14.4 Tools. The Authority shall provide the necessary tools consistent with Carpenters Master Agreement.

14.5 Overalls. The Authority agrees to provide annually two (2) pairs of overalls, with a Housing Authority Logo, for each craftsperson serving in a budgeted positions. New hires if required by the Authority to wear overalls, shall be furnishing same.

ARTICLE XV. LABOR/MANAGEMENT COMMITTEE

It is agreed to by both the Union and the Authority to establish a Labor/Management Committee, which meet on a regular basis to discuss non-grievance issues of mutual interest to both the Union and the Authority. For the purposes of these meetings, the Carpenters Union shall be represented by designated persons selected by the Union, and the Authority shall be represented by three (3) persons selected by the Authority. Any recommendation of the Committee will be forwarded to the Union and to the Executive Director or his designee.

ARTICLE XVII. SAVINGS CLAUSE

If any provision of this MOU should be held invalid by operation of law or by any court of competent jurisdictions, or if compliance with or enforcement of any provision should be restrained by any tribunal, including but not limited to the Department of Housing and Urban Development of the United States, the remainder of this agreement shall not Able affected thereby an the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XVIII. FAIRNESS CLAUSE

The Authority agrees to abide by the various wage rate determinations by HUD and apply these rates to craftspersons covered by this Agreement. The Union and the Authority agree that such economic conditions shall become part of this Agreement.

ARTICLE XIX. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall become effective on October 1, 1996 and shall remain in full force and effect until September 30, 1999. Either party may serve written notice on the other as least ninety (90) days prior to September 30, 1999 of its desire to terminate this MOU or amend any provisions hereof.

This MOU will be in full force and effect upon mutual approval of the San Francisco Housing Authority Commission and the Bay Counties District Council of Carpenters.

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

_____

Ronnie Davis
Acting Executive Director

Date:_____

BAY COUNTIES DISTRICT COUNCIL OF CARPENTERS

_____

Donna Levitt
Business Representative

Date:_____

10/9/97 Agenda

SAN FRANCISCO HOUSING AUTHORITY

• 440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 TELEPHONE: (415) 554-1200 •

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DATE: SEPTEMBER 19, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE CARPET, LINOLEUM & SOFT TILE WORKERS UNION, LOCAL NO. 12 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

Over the course of the last year, the San Francisco Housing Authority has been engaged in negotiations with various bargaining union locals representing employees of the agency. Among these is the Carpet, Linoleum & Soft Tile Workers Union Local No. 12. The parties have now reached an agreement for a 3-year period, retroactive to October 1, 1996, and running through September 30, 1999, which governs the wages, terms and conditions of employment of these particular employees.

I urge your approval of this contract and your authorization to execute the agreement.

RD:FAR:gb

RESOLUTION NO. _____

DATE ADOPTED:_____

RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE CARPET, LINOLEUM & SOFT TILE WORKERS UNION, LOCAL NO. 12 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Francisco Housing Authority (the "Authority") and the Carpet, Linoleum & Soft Tile Workers Union bargaining unit (the "Union") have reached agreement on issues related to the compensation structure and certain terms and conditions of employment for members of the Carpet, Linoleum and Soft Tile Workers bargaining unit, pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et.seq.);

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The proposed Memorandum of Understanding between the San Francisco Housing Authority and the Carpet, Linoleum & Soft Tile Workers Union Local No. 12 bargaining unit is approved.

2. The Acting Executive Director is authorized to execute a Memorandum of Understanding to be effective, retroactively, from October 1, 1996 through September 30, 1999.

APPROVED AS TO FORM:

_____
Deputy City Attorney

Date_____

(Material prepared by F.Rocha, Legal Department)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO HOUSING AUTHORITY
AND
CARPET LINOLEUM AND
SOFT TILE WORKERS LOCAL 12

PREAMBLE

The Francisco Housing Authority and Carpet Linoleum and Soft Tile Workers, Local 1235 mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the residents of San Francisco Housing Authority.

The purpose of the Authority and the Union in entering into this contract is to set forth an agreement on wages and working conditions, for craftspersons dispatched by the union and working at the Authority under this Memorandum of Understanding, as to promote orderly, harmonious, courteous and respectful relations between the Authority and craftspersons, to permit uninterrupted operations at the work sites, and to achieve the highest level of safety, efficiency and productivity.

The Authority is a public body, incorporated and exists pursuant to the laws of the State of California and all administrative regulations promulgated by the Department of Housing and Urban Development.

This Memorandum of Understanding is made and entered into as of the 1st day of October, *1996*, by and between the SAN FRANCISCO HOUSING AUTHORITY hereinafter called ("Authority") and the Carpet Linoleum and Soft Tile Workers, LOCAL UNION NO. 12 (hereinafter called "Union").

ARTICLE I. RECOGNITION

Section 1. **Recognition.** The Union has been certified as exclusively representing certain craft classifications set forth in the MOU. This agreement shall cover all Journeymen, Foreman and Apprentices performing work within the specified classifications.

Section 2. It is understood and agreed by the Carpet Linoleum and Soft Tile Workers Local 12 representing craftspersons of the San Francisco Housing Authority, that the following assignments of functions outside of the bargaining unit covered by this Memorandum of Understanding shall not be a violation of this Memorandum of Understanding.

a. Tile laying shall be limited to the reinstallation of no more than 15 tile, all of which do not require altering by cutting, fitting or other detailing of the original manufactured product (Fifteen tiles per unit).

ARTICLE II. UNION AUTHORITY RIGHTS

Section 1. **Union Rights.** The Union's designated officers, business representatives and shop stewards shall have the following rights in addition to the rights contained in any other portion of this Agreement.

a. The rights to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the craftspersons dispatched under this MOU.

b. The right to distribute this MOU to the craftsperson dispatched to the Authority.

c. The right to hold meetings on a periodic basis with craftspersons. However, such meetings shall not be held on Authority property, nor shall craftspersons be allowed release time to attend such meetings.

d. The Union shall be entitled to a reasonable and adequate number of Stewards, who shall restrict their activities to the handling of grievances and potential grievances, and in this connection shall be allowed a reasonable amount of time for this purpose.

e. Business Representatives of the Union, for performance of official Union duties, will provide the Employee Relations Specialist with two (2) hours advance notification before being permitted to enter the premises of the Authority during working hours. The Business Representative shall not unreasonably interfere with the normal work duties of craftspersons or the operation of the Authority.

Section 2. **Management Rights.** Any proprietary or managerial rights which were possessed by the Authority prior to the execution of this Agreement are retained by the Authority unless specifically abridged, modified, or forfeited herein. All issues not covered by this Agreement shall be governed by the Authority's policies and procedures.

ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITY

This Authority is a public body, which is incorporated and exists pursuant to the laws of the State of California and all administrative regulations promulgated by the Department of Housing and Urban Development.

Both the Union and Authority agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or any actual or potential member of the bargaining unit because race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, medical

condition, handicapped status including visually and hearing impaired, status as a veteran or because of age or citizenship.

There shall be no distinction between the wages paid to men and wages paid to women for the performance of work when performing same or equal job duties.

ARTICLE IV. SELECTION

Section 1. **Selection.** Upon verbal notification from the Authority, the Union agrees to expeditiously dispatch the specified number of qualified craftspersons to the job site.

The Authority reserves the right at its sole nongrievable discretion, to hire or refuse to hire any craftspersons. The choice, control, direction, and selection of General Foreman, Sub-Foreman and Foreman shall be vested solely and exclusively in the Authority.

Section 2. **Higher Duties.** Any craftsperson who performs the duties of a higher classification shall be compensated at the higher classification salary level, from the first day of performance of the duties. Said performance of higher duties shall be done only upon prior written authorization of the Branch Manager.

Section 3. **Apprentices.** The Union agrees that every effort shall be made to recruit and select apprentices from the tenant population of the Authority in accordance with the Department of Housing and Urban Development's requirement that twenty-five (25 %) percent of the total work force of the Authority represent tenants. Tasks performed by apprentices will include removing tile and repairing base cover. Apprentices shall be required to satisfactorily complete a class in asbestos or lead abatement prior to removing tile from Authority property without the supervision of a journeyman. The Authority will provide or pay the cost of the class. The Apprentice or the Union will pay the cost of any certificate. Failure to satisfactorily complete the class may, at the discretion of the Authority, be grounds for dismissal.

ARTICLE V. SENIORITY

Section 1. **Calculation of Seniority.** For the purpose of this Memorandum of Understanding, seniority shall be calculated by full-time equivalent days or hours of Authority service and all hours in paid status in the classification, plus equal and higher classifications, except hours compensated solely on an overtime basis.

Section 2. **Union Membership.** All craftspersons, covered by this MOU who are members of this Union in good standing, on the effective date of this MOU, shall remain members in good standing. New hires not in the Union will be required to join within eight working days.

ARTICLE VI. WAGES

Section 1. **Wages** The wage rate for all craft classifications set forth in this MOU shall increase 2% effective October 1, 1996; 1.5% effective January 1, 1997; 2% effective October 1, 1997; 1.5% effective January 1, 1998; 2% effective October 1, 1998 and 1.5% effective January 1, 1999. If there is an increase in the health and welfare benefit costs during the term of this contract,

the Authority's contribution will increase to a maximum of 15¢ per hour per contract year upon receipt by the Authority of written notice of the increase.

ARTICLE VII. JOB SPECIFICATIONS

It is agreed that the Authority shall develop specifications for all jobs for which craftspersons may be dispatched.

ARTICLE VIII. PERFORMANCE

The Authority reserves the right to establish performance standards for all classifications and, in consultation with the foreperson, to evaluate performance based on such standards. The Authority and Union agree to meet prior to the establishment of performance standards.

ARTICLE IX. RULES OF CONDUCT

The Authority shall establish reasonable rules and regulations concerning the conduct and performance of all individuals working for the Authority including craftspersons The Union shall be given prior notice of the establishment of such rules and regulations.

Section 1. **Dismissal.** The Authority shall dismiss craftspersons for violation of rules of Conduct. Violation of Rules of Conduct shall include, but not be limited: possession of intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working time; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting or inciting others to fight on the Authority's premises or during working time; failure to possess a current and valid California driver's license if required by the job description or uninsurability by the Authority's Insurance Carrier; unauthorized use of the Authority's property or vehicles; deliberate destruction of concealment of defective work; sleeping on the job, inadequate job performance; failure to report to work for two consecutive work days without notice to the Authority; and excessive tardiness. The Union shall not dispatch such craftsperson(s) to the Authority for future jobs.

If the Authority determines that immediate action is warranted, the Authority has the vested right in the interest of the Authority to take such action. Any craftspersons claiming unjust dismissal may file a written grievance in accordance with the Grievance Procedure.

ARTICLE X. GRIEVANCE

Section 1. **Grievance Defined.** A grievance is defined as a dispute or controversy between the Housing Authority and the Union or between the Housing Authority and Employee or, concerning the interpretation and application of this Agreement, or an alleged breach of the provisions of this Agreement.

Section 2. **Provisions.** The Authority and the Union committed to the resolution of complaints in a prompt and equitable manner. This grievance procedure provides the craftsperson(s) and/or the Union with a vehicle for resolving complaints. Toward this end a four (4) level sequential procedure involving increasingly higher levels of management review of unresolved complaints, it

hereby established. All grievances shall be filed within five (5) working days of alleged grievance or the right to grievance shall be considered waived and lost.

Level One. Informal verbal resolution between the craftsperson and the Branch Manager.

Level Two. Filing of a formal Written Grievance.

Level Three. Review and decision by the Executive Director.

Level Four. Final and Binding Arbitration.

Section 3. **Eligibility.** All craftsperson(s) are eligible to use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to the Union for the resolution of issues as defined in Section 1. The Union shall initiate the grievance process at Level 2.

Section 4. **Four-Level Sequential Procedure.**

Level One. No matter shall be considered a grievance until it is first taken up orally by the craftsperson, shop steward of Union with the Branch Manager who will attempt to settle the matter.

The Branch Manager shall provide a prompt and full investigation of the grievance, making every attempt to resolve the craftsperson's concern. The Branch Manager shall render a decision, within ten (10) working days of the initial discussion of the alleged grievance with the craftsperson or shop steward/Union.

If the alleged grievance is not settled, it shall be reduced to writing and processed directly into Level Two and at that time it shall be considered an official grievance and subject to the time limits set forth herein.

Level Two. If the craftsperson/Union is not satisfied with the decision rendered at level one, he/she may direct a written grievance to the Division Director within five (5) working days after receipt of the decision. Failure to file a grievance with the Division Director within the specified time frame shall negate the grievance, and the right to grieve shall be considered waived and lost.

a. **Dismissal.** Grievances regarding alleged improper dismissal must be filed in writing within five (5) working days after such dismissal. Failure to file within the specified time frame shall negate the grievance, and the right to grieve shall be considered waived and lost.

b. **Union Initiated Grievances.** Union initiated grievances shall commence at Level Two of the grievance process. The Union must file a written grievance with the Division Director within five (5) working days of the alleged grievance or the right to grieve shall be considered waived and lost.

The Division Director shall render a written decision setting forth the Authority's position within five (5) days after receipt of the grievance from the Union.

Level Three. If the stated position of the Authority is unsatisfactory to the craftsperson and/or Union, the Union may refer the grievance to the Executive Director or his designee within ten (10) working days. If the dispute remains unresolved, either party may request arbitration of the grievance.

Level Four. Notice of intent to arbitrate shall be served by either party on the other within ten (10) working days form receipt of the date of the decision of the Executive Director or his designee.

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of five arbitrators from the American Arbitration Association. Upon receipt of such a list, the parties shall alternatively strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

Except when an agreement on the fact is submitted by the parties, it shall be the duty of the arbitrator to hear and considered the evidence submitted by the parties, and to make written findings of fact and disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this agreement or to recommend such amendment.

The fees and expenses authorized and incurred by the arbitrator and reporter shall be borne equally by the Union and the Authority.

ARTICLE XI. HOURS OF WORK

Section 1. **Work Hours.** The normal working hours of the Authority shall be observed from 8:00 a.m. to 4:30 p.m. and starting hours may be adjusted in order to accommodate craft coverage for the Authority's observed working hours.

Section 2. **Work Schedule.** The Authority shall employ those classifications/craft positions covered by this MOU on an "as needed/daily" basis. The work schedule of the craftspersons shall be conducted through the Union Hall.

Section 3. **Overtime.** When work overload, or emergencies arise, the Authority has the option of asking craftsperson(s) to work more than eight (8) hours.

A craftsperson who is required to work in excess of eight (8) hours in any one day, shall be paid at the rate of time and one-half (I 1/2) for such overtime work, except that any work performed on holidays shall be paid at the rate of double (2) time.

Section 5. **Meal Periods.** Meal periods are neither time worked nor time on pay status and will be observed for a one-half (1/2) hour period. Meal period shall be scheduled by the immediate supervisor.

ARTICLE XII. UNION DUES

Section 1. **Union Dues.** At the option of the craftsperson, the Authority agrees to provide a dues deduction and reporting system providing for payroll deductions of union dues form his/her paychecks.

Upon receipt of authorization signed by a craftsperson, the Authority shall deduct from his/her pay, the dues payable to the Union, in and amount as directed by the Union for the period specified.

The Union shall indemnify and save the Authority harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken by the Authority at the direction of the Union in making payroll deductions of Union membership dues, or dismissal of a craftsperson at the Union's request.

ARTICLE XIII. CRAFTSPERSON(S) BENEFITS

The Authority shall make hourly contributions for the craftspersons performing work for the Authority to those categories of the employee benefit trust funds as long as the total hourly rate does not exceed the cap provided by the prevailing rate survey conducted by the Regional Office of the Department of Housing and Urban Development (Reference Appendix A).

ARTICLE XIV. NO STRIKES

Section 1. During the term of this Agreement, the Authority agrees that it will not lock out employees and the Union agrees that during the term of this Agreement it will not cause, permit or authorize its members to strike, sit down or engage in any stoppage or limitation upon services out of any dispute relating to the terms of this Agreement. Observance of the picket line of another organization, sanctioned by the San Francisco Labor Council shall not be considered a violation of this Article.

Section 2. The Authority will not lock our employees in connection with any labor dispute. It is the policy of the Authority to take all reasonable steps to stabilize employment for employees. However, where the lack of work, lack of funds, reorganization or other conditions leave no alternative, the Authority will lay off personnel.

ARTICLE XV. SCOPE OF WORK/COMPETITIVE BIDDING

Authority Resolution No. 2304 regarding Competitive Bidding authorizes and directs management to engage in outside competitive contracting at its discretion.

All craft work that is put out to bid will be at the prevailing wage rates for appropriate craft classifications in accordance with the regulations established by the Department of Housing and Urban Development, and the policies of the Authority and shall be consistent with federal regulations where Davis Bacon rate is required. the Authority will notify the Union on the bidding and awarding of contracts and will comply with the local ordinances when city funds are utilized.

ARTICLE XVI. SAFETY

Section 1. **Equipment.** The Authority shall make all necessary and reasonable provisions for the safety and health of the members of the bargaining unit during their hours of work. Adequate safety devices shall be provided by the Authority; and when such devices are furnished, their use shall be mandatory. The Authority shall continue to provide necessary facilities for maintaining sanitary conditions These facilities shall be maintained and kept in sanitary conditions.

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Section 3. **Identification Badges.** Identification badges shall be issued by the Authority and craftsperson(s) shall be required to wear such identification badges during working hours.

Section 4. **Tools.** The Authority shall provide the necessary tools consistent with the Master Agreement.

Section 5. **Uniforms.** The Authority will provide annually two (2) pairs of overalls for each craftsperson it requires to wear overalls.

ARTICLE XVII. LABOR-MANAGEMENT COMMITTEE

It is agreed to by both the Union and the Authority to establish a Labor-Management Committee, which will meet on a regular basis to discuss issues of mutual interest to both the Union and the Authority.

For the purpose of these meetings, the Union shall be represented by three (3) persons selected by the Union, and the Authority shall be represented by three (3) persons selected by the Authority.

Any recommendation of the committee will be forwarded to the Union and to the Executive Director or his designee.

ARTICLE XVIII. SAVINGS CLAUSE

If any provision of this MOU should be held invalid by operation of law or by any court of competent jurisdictions, or if compliance with or enforcement of any provision should be restrained by any tribunal, including but not limited to the Department of Housing and Urban Development of the United States, the remainder of this agreement shall not be affected thereby and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIX. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall become effective on October 1, 1996 and shall remain in full force and effect until September 30, 1999. Either party may serve written notice on the other at least ninety

(90) days prior to September 30, 1999 of its desire to terminate this MOU or amend any provisions hereof.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

Ronnie Davis
Acting Executive Director

Date: _____

CARPET LINOLEUM AND SOFT TILE WORKERS, LOCAL 12

Bill Oberster
Assistant Business Manager

Date: _____

11/9/97 Agenda

SAN FRANCISCO HOUSING AUTHORITY

• 440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 TELEPHONE: (415) 554-1200 •

DATE: SEPTEMBER 19, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner,

FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE GLAZIERS UNION, LOCAL NO. 718 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

Over the course of the last year, the San Francisco Housing Authority has been engaged in negotiations with various bargaining union locals representing employees of the agency. Among these is the Glaziers Union Local No. 718. The parties have now reached an agreement for a 3-year period, retroactive to October 1, 1996, and running through September 30, 1999, which governs the wages, terms and conditions of employment of these particular employees.

I urge your approval of this contract and your authorization to execute the agreement.

RD:FAR:gb

RESOLUTION NO. _____

DATE ADOPTED:_____

RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE GLAZIERS UNION, LOCAL NO. 718 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Francisco Housing Authority (the "Authority") and the Glaziers Union bargaining unit (the "Union") have reached agreement on issues related to the compensation structure and certain terms and conditions of employment for members of the Carpenters Union bargaining unit, pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et.seq.);

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The proposed Memorandum of Understanding between the San Francisco Housing Authority and the Glaziers Union Local No. 718 bargaining unit is approved.

2. The Acting Executive Director is authorized to execute a Memorandum of Understanding to be effective, retroactively, from October 1, 1996 through September 30, 1999.

APPROVED AS TO FORM AND LEGALITY:

_____
Deputy City Attorney

Date_____

(Material prepared by F.Rocha, Legal Department)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO HOUSING AUTHORITY
AND
GLAZIERS ARCHITECTURAL METAL AND GLASS WORKERS UNION LOCAL 718

PREAMBLE

The San Francisco Housing Authority and Glaziers Architectural Metal and Glass Workers Union Local 718 mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the residents of San Francisco public housing. In the discharge of this commitment, the Authority and the Glaziers Architectural Metal and Glass Workers Union reaffirm their responsibility to be courteous and respectful at all times to the residents of San Francisco public housing while providing the highest possible productivity and adherence to work hours.

The Authority must comply with all applicable laws including provisions of the Meyers-Milias-Brown Act and all administrative regulations promulgated by the Department of Housing and Urban Development (HUD) including the annual contribution contract between HUD and the Authority.

This Memorandum of Agreement is made and entered into as of October 1, 1996 by and between the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO (hereinafter called the "AUTHORITY") and the GLAZIERS ARCHITECTURAL METAL AND GLASS WORKERS UNION LOCAL 718 (hereinafter called the "UNION").

ARTICLE I. RECOGNITION

The Authority recognizes the Union as the exclusive representative of employees covered by this Agreement. This Memorandum of Agreement shall apply to employees working in the classifications listed in Appendix A attached to this Agreement, and to any other classification which may be established within the scope of the duties now included within these classifications and shall cover all workers within the jurisdiction of the Union.

ARTICLE II. EMPLOYEES AND HIRING PRACTICES

Section 1. The Authority agrees not to discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operations of the Authority.

Both the Union and the Authority agree to support the principles of equal employment opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, sex, handicapped status including visually and hearing impaired, or bring tenants of the Authority into their work force, within the intent of HUD guidelines.

Section 2. The Union recognizes its obligations to cooperate with the Authority to assure maximum service of the highest quality and efficiency. The Authority recognizes the Union as a source when vacancies occur in the classifications represented by the Union and will allow the Union 72 hours to dispatch employee(s) from the Union Hiring Hall to the Authority to fill the vacancy. If the Union is unable to dispatch an employee to the Authority within 72 hours, the Authority may obtain an employee to fill the vacancy from other sources.

Section 3. To the maximum extent possible, the Union agrees that upon receiving a request for workers from the Authority, it will take affirmative steps to bring tenants of the Authority into the work force.

Section 4. The Authority shall have the right to determine how many Glaziers it will employ and the size and composition of the work force.

Section 5. A temporary employee is an employee who has been hired to perform work during temporary increase in workload for the Authority, such as vacation relief, short term projects or other work of a limited and/or unusual nature within the scope of the duties covered by this agreement. The temporary employee will be notified in writing of their temporary assignment and the period of time may be extended by mutual agreement among the employee/union and the Authority.

ARTICLE III. SENIORITY

Section 1. Seniority is defined as the length of continuous paid employment with the Authority. Seniority shall be retained but shall not accrue during any period of leave without pay.

Section 2. Seniority by classification will apply in cases of layoffs and rehires. The Authority shall give five (5) working days prior notice to regular employees facing layoff. Notice shall be in writing and shall contain the reason or reasons for layoff. Such a list shall have priority over Department and other reemployment or employment lists in the event of rehiring. The reemployment list will be voided after six (6) months from date of layoff. This Article applies only to present employees working as of the effective date of this Memorandum of Understanding. Promotion to foreman positions will take into consideration both seniority and qualifications. Foreman selection is at the sole discretion of Authority management and consistent with the Glaziers Master Agreement. This section shall not apply to employees notified at the time of hire of their temporary status.

Section 3. On recall from layoff, the employee shall be returned to the classification he or she held at the time of layoff or demotion. If conditions have so changed that it is not possible to reinstate the employee in the same classification, he or she shall be reinstated in a classification that is most nearly comparable to his or her original classification as is reasonable under the circumstances. The list will be valid for one year from date of layoff.

ARTICLE IV. WAGES AND CLASSIFICATIONS

Section 1. **Wages.** The wage rate for all craft classifications set forth in this MOU shall increase 2% effective October 1, 1996; 1.5% effective January 1, 1997; 2% effective October 1, 1997; 1.5% effective January 1, 1998; 2% effective October 1, 1998 and 1.5% effective January 1, 1999. If there is an increase in the health and welfare benefit costs during the term of this contract, the Authority's contribution will increase to a maximum of 15¢ per hour per contract year upon receipt by the Authority of written notice of the increase.

Section 2. **Reclassification.** It is agreed that the Authority and the Union shall maintain descriptions setting forth duties for all Glaziers. It is recognized that changes in duties may be necessary, and such changes shall be by mutual agreement of all parties to this Agreement.

ARTICLE V. HOURS OF WORK

Section 1. The regular work week shall be forty (40) hours, eight (8) hours per day, Monday through Friday, between 8:00 A.M. and 4:30 P.M. The lunch period is from 12:00 Noon to 12:30 P.M. Employees are entitled to a "Black Friday" every other week which will be taken on a Friday.

Section 2. **Overtime.** An employee will be required to accept only a reasonable amount of overtime during any one week. Overtime shall be assigned on a rotating basis so that all employees who wish not to work overtime will have the opportunity to refuse overtime work.

Work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week shall be paid at the rate of double time. All work performed on Saturdays, Sundays or holidays shall be paid at the rate of double time, as well as all work performed before or after the hours noted in Section I above. Work performed on a "Black Friday" will be paid at the double time rate of pay.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. The Authority shall make such hourly contributions to those categories of employee benefit trust funds previously contributed for the employees covered by this Agreement at the rates established by the Glaziers Architectural Metal and Glass Workers Union. See Appendix A.

Section 2. The following holidays shall be observed by the employees covered by this agreement:

New Year's Day
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

All Glaziers are required to work on the following days the Authority is closed: Lincoln's Birthday, Admission Day, Veterans Day and Martin Luther King's Birthday.

When a holiday falls on Saturday, the Friday preceding shall be observed. When a holiday falls on Sunday, then the following Monday shall be observed.

ARTICLE VII. GRIEVANCES/PERFORMANCE

Section 1. The Authority and the Union recognize that grievances should be settled wherever possible at the lowest supervisorial level. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees and/or the Union. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

A grievance is hereby defined as any alleged violation of any terms and conditions of this Memorandum of Agreement. A grievance is also hereby defined as any challenge or protest of any disciplinary action taken against any employee covered by this Memorandum of Agreement. Employees shall have the right to present their own grievance or through a representative of the Union. Grievances may also be presented by the Union.

Step 1. Within ten (10) working days of the discovery of an alleged grievance, shall be presented in writing to the supervisor of the employee involved and a copy mailed to the Union when the grievance is being presented by the employee. The supervisor shall respond to the parties in writing within five (5) working days of the receipt of notice of the grievance.

Step 2. If the aggrieved is not satisfied with the decision rendered at the first step, the party may within five (5) working days after receipt of the decision of the first step direct a written grievance to the Director of Maintenance with a copy to the Labor Relations. The grievance shall be acted upon by the Director of Maintenance and a decision rendered with five (5) working days of the receipt of the written grievance.

Step 3. If the aggrieved continues to be dissatisfied with the decision rendered at the Step 2 Level above, the Union and the Authority shall meet to resolve the matter directly. If an impasse is reached, the grievance shall be reviewed by the Executive Director or designee. Appeal of the Executive Director's or designee's decision shall be referred to an impartial arbitrator mutually acceptable to the Authority and the Union. The recommendations and findings of his decision shall be final and binding upon both parties. The costs of the Arbitrator shall be borne equally by the Union and the Authority when arbitration is requested by the Union. When the arbitration is requested solely by the employee, the costs of arbitration shall be borne equally by the Authority and the employee. When arbitration is requested by the employer, the Union and the Authority will agree to share the cost.

ARTICLE VIII. PAYROLL DEDUCTION

Section 1. The Union will be granted permission by the Authority to have the regular dues of its member employees deducted from their paychecks in accordance with the procedures prescribed by the Authority, made only upon the voluntary written authorization of the Union member, which authorization meets all of the requirements of the assignment of wages as set forth in Section 300 of the California Labor Code. Dues deduction authorization may be revoked and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to the Authority. The Authority will send to the Union a copy of such notice.

Section 2. The member employee's earnings must be regularly sufficient, after legal and required deductions are made, to cover the amounts of the dues check-off authorized.

In the case of a member employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. The Authority will notify the Union if a deduction is not made.

Section 3. Neither the Union nor the member employees shall be charged a service fee for the deduction of regular union dues as provided for herein above.

Section 4. Dues withheld by the Authority shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

Section 5. The Union shall indemnify, defend and hold the Authority harmless against any claim made and against any suit instituted against the Authority on account of check-off of Union dues. In addition, the Union shall refund to the Authority any amount paid to it in error upon presentation of supporting evidence.

ARTICLE IX. STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the term of this Agreement it will not engage in any strike growing out of any dispute relating to the terms of this Agreement. Observance of the picket line of another organization, sanctioned by the San Francisco Labor Council, or the San Francisco Building and Construction Trades Council, shall not be considered a violation of this Article.

Section 2. The Authority will not lock out employees in connection with any labor dispute; however, a complete or partial reduction of operations by the Authority for economic reasons or other compelling fiscal reasons shall not be considered a lockout.

ARTICLE X. SAFETY

Should the Authority require Glaziers to wear uniform work clothing, two sets of the required uniform items will be furnished said employees at the expense of the Authority. Identification badges will be issued by the Authority and employees shall be required to wear such identification badges during working hours. When safety devices are provided by the Authority, they shall be used appropriately as required.

ARTICLE XI. MANAGEMENT RIGHTS

Section 1. It is agreed that, except as specifically delegated, abridged, granted or modified by this Agreement, all of the rights, powers and authority the Authority had prior to the signing of this Agreement are retained by the Authority and remain the exclusive right of the Authority without limitation. Furthermore, these retained rights are not subject to the grievance or arbitration procedures.

Section 2. The parties acknowledge that protection against unexplained loss and disappearance of the Authority's supplies and equipment before and during delivery of services is a serious problem to the Authority, and both parties pledge to assist in the elimination of pilferage.

Section 3. Both parties recognize that it is to their mutual interest and to the best interests of both the Authority and its employees that the quality of the Authority's service is improved. The Union will encourage its members to attain these ends.

Section 4. Management reserves the right to determine the number of Glaziers required at any specific location governed by the Authority and the total number of Glaziers within the Authority will at all times be sufficient so as to adhere to rules of safety.

Section 5. The Authority shall have the right to adopt and put into effect rules and regulations not in conflict with this Agreement. All employees shall be subject to such rules and regulations, and any violations shall be considered just cause for disciplinary action or discharge.

Section 6. Employees absent from work for more than two (2) working days and who have not been granted a leave of absence during that period, or who do not present satisfactory evidence showing they were unable to report, shall be deemed to have quit.

Section 7. The Authority has the right to immediately dismiss employees who have committed the following substantiated offenses without arbitration.

1. Drinking of alcoholic beverages or using drugs during working hours or reporting to work under the influence of liquor or drugs;

2. Physical violence to supervisors, employers, employees, tenants or property;

3. Stealing money, materials or equipment;

4. Unauthorized leaving of work sites;

5. Falsifying work or time reports.

ARTICLE XII. PRODUCTIVITY

The Authority and the Union shall undertake to encourage a high level of productivity. The Union and the Authority will undertake to encourage its members in the attainment of this objective. This can be done by reducing scrap and spoilage, good care of tools and equipment, a minimum amount of time wasted and careful economical use of supplies.

ARTICLE XIII. SCOPE OF WORK/COMPETITIVE BIDDING

Section 1. Any Glazier work put out to bid should be at the prevailing industry rate of pay. The Authority agrees to comply with all State and Federal Law on prevailing wages and fringe benefits including Davis Bacon. The Authority also agrees to notify the Union in writing as soon as possible but not less than five (5) days of the starting date and location and name of contractor awarded the bid exception cases of emergencies. When city funds are utilized, the City and County ordinance on competitive bidding will be invoked (S.F. Ordinance Number 86-83, participation in apprenticeship programs).

ARTICLE XIV. LABOR-MANAGEMENT COMMITTEE

The Authority and the Union agree to the establishment of a Labor-Management Committee. The Union will designate an official or designee to work with the Authority's Employee Relations Specialist to develop a format of action to improve working conditions and productivity.

ARTICLE XV. SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this Agreement shall not be affected hereby and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions.

ARTICLE XVI. TOOLS/COVERALLS

The Authority will provide tools for Glaziers consistent with the Master Agreement.

ARTICLE XVII. FAIRNESS CLAUSE

It is understood that the economic differential established by the Authority between the various crafts signing a Memorandum of Understanding will be consistent with the HUD total hourly rate.

ARTICLE XVIII. TERM OF AGREEMENT

This Agreement shall become effective on and shall remain in full force and effect to and including September 30, 1999. Either party may serve written notice on the other at least ninety (90) days prior to September 30, 1999 for purpose of meeting and conferring under Government Code § 3500.

This Agreement will be in full force and effect upon mutual approval of the San Francisco Housing Authority Commission and the membership of the Union employed by the Authority.

Executed on the first day herein above mentioned.

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

_____

Ronnie Davis
Acting Executive Director

Date: _____

GLAZIERS ARCHITECTURAL METAL AND GLASS WORKERS UNION LOCAL NO. 718

_____

Dan Sheehan
Business Representative

Date: _____

10/9/97 Agenda

SAN FRANCISCO HOUSING AUTHORITY

• 440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 TELEPHONE: (415) 554-1200 •

DOCUMENTS DEPT.

OCT 0 8 1997

SAN FRANCISCO
PUBLIC LIBRARY

DATE: SEPTEMBER 19, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE PLUMBERS AND STEAMFITTERS UNION, LOCAL NO. 38 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

Over the course of the last year, the San Francisco Housing Authority has been engaged in negotiations with various bargaining union locals representing employees of the agency. Among these is the Plumbers and Steamfitters Union Local No. 38. The parties have now reached an agreement for a 3-year period, retroactive to October 1, 1996, and running through September 30, 1999, which governs the wages, terms and conditions of employment of these particular employees.

I urge your approval of this contract and your authorization to execute the agreement.

RD:FAR:gb

RESOLUTION NO. _____

DATE ADOPTED:_____

RESOLUTION APPROVING THE PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND THE PLUMBERS AND STEAMFITTERS UNION, LOCAL NO. 38 BARGAINING UNIT, AND AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING

WHEREAS, the San Francisco Housing Authority (the "Authority") and the Plumbers and Steamfitters Union bargaining unit (the "Union") have reached agreement on issues related to the compensation structure and certain terms and conditions of employment for members of the Plumbers Union bargaining unit, pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et.seq.);

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The proposed Memorandum of Understanding between the San Francisco Housing Authority and the Plumbers and Steamfitters Union Local No. 38 bargaining unit is approved.

2. The Acting Executive Director is authorized to execute a Memorandum of Understanding to be effective, retroactively, from October 1, 1996 through September 30, 1999.

APPROVED AS TO FORM AND LEGALITY:

_____
Deputy City Attorney

Date_____

(Material prepared by F.Rocha, Legal Department)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO HOUSING AUTHORITY
AND
PLUMBERS' LOCAL UNION NO. 38

This Memorandum of Understanding is made and entered into as of the 1st day of October, 1996, by and between the San Francisco Housing Authority (hereinafter called the "Authority") and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry Local Union 38 (hereinafter called the "Union").

PREAMBLE

The San Francisco Housing Authority and the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry Local Union No. 38 mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the residents of San Francisco public housing. In the discharge of this commitment, the Authority and the Plumbers' Local Union No. 38 reaffirm their responsibility to be courteous and respectful at all times to the residents of San Francisco public housing while providing the highest possible plumbing productivity and adherence to work hours.

The Authority is a public body, incorporated and existing pursuant to the laws of the State of California and all administrative regulations promulgated by the Department of Housing and Urban Development and the San Francisco Housing Authority Commission. Both the Union and the Authority agree to support the principles of Equal Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, sex, sexual preference, handicapped status including visually and hearing impaired, and recognition of the mandate provided by HUD that 25 % of the total work force of the Authority be represented among tenants of the Authority.

ARTICLE I. RECOGNITION

Section 1. The Authority recognizes the Union as the exclusive representative of employees covered by this agreement. This agreement shall apply to employees working in the classifications listed in "A-1" attached to this agreement, and to any other classification which may be established within the scope of the duties now included within these classifications. Within the "Fifty Points of Jurisdiction" of the Union (copy attached) for work performed by Plumbers and Steamfitters at the Authority.

Section 2. The Authority agrees not to discriminate against any employee because of membership in the Union, or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operations of the Authority.

Section 3. The Union recognizes its obligation to cooperate with the Authority to assure maximum service of the highest quality and efficiency. The Authority recognizes the Union as a source for qualified employees within its jurisdiction and will notify the Union when vacancies occur in the classifications represented by the Union and will allow the Union 72 hours to dispatch employees from the Union hiring hall to the Authority to fill the vacancy. If the Union is unable to dispatch an employee to the Authority within 72 hours, the Authority may obtain an employee to fill the vacancy from other sources.

Section 4. The Authority shall have the right to determine how many Plumbers and Steamfitters it will employ and the size composition of the total working force. However, the Authority commits to following manning table during 1996-1999:

15 plumbers
1 plumber apprentice
1 plumber foreman
1 plumber general foreman
3 steamfitters
1 steamfitter foreman
1 steamfitter apprentice

Section 5. Any employee working in a ~~supervisory~~ foreman capacity shall be paid in accordance with the wage rates of Appendix A.

Section 6. The Plumbing General Foreman and Foreman shall supervise only Plumbers, and the Steamfitter General Foreman and Foreman shall supervise only steamfitters, as if the plumbing and steamfitting were being performed by separate plumbing and heating contractors.

ARTICLE II. SENIORITY

Section 1. Seniority is defined as the total of paid employment within the Authority. Seniority shall be retained but shall not accrue during any period of leave without pay, except if the employee was injured on the job or is receiving disability benefits. Seniority will not accrue within this exception beyond one year.

Section 2. Seniority by classification will apply in cases of promotion, layoffs and rehires. The Authority shall give fifteen (15) days prior notice to any employee facing layoff. Notice shall be given in writing and shall contain the reason or reasons for layoff. A reemployment list shall be established for employees affected by layoffs. Such a list shall have priority over department and other reemployment or employment lists in the event of rehiring, provided it is not inconsistent with the Plumber Union Hall referral requirements. Promotion to Foreman positions will take into consideration both seniority and qualifications. The reemployment list will be void after one (1) year from the date of layoff. Foreman selection is at the sole discretion of Authority management and consistent with the Plumbers and Steamfitters Master Agreement.

ARTICLE III. WAGES AND CLASSIFICATIONS

Section 1. **Wages** The wage rate for all craft classifications set forth in this MOU shall increase 2% effective October 1, 1996; 1.5% effective January 1, 1997; 2% effective October 1, 1997; 1.5% effective January 1, 1998; 2% effective October 1, 1998 and 1.5% effective January 1, 1999. Fringe benefits will continue to be paid in accordance with the Plumbers Master Agreement in those categories previously contributed at the anniversary date of the Master Agreement of Local 38 and within the approved total hourly rate ~~of $39.44.~~ The Union may adjust within the total hourly rate amounts allocated for basic wages or fringes.

Section 2. At no time will the number of Journeymen be reduced through the use of apprentices.

Section 3. The ratio of Foreman to Journeymen and the ratio of Apprentices to Journeymen are those specified within the Master Agreement of Local 38.

Section 4. **Apprentices** It is mutually agreed to implement by this Agreement the Apprenticeship Program of Local 38 Plumbers and Steamfitters Joint Apprenticeship and Training Committee. Management will contribute to the apprenticeship trust fund consistent with the City and County of San Francisco at $40.00 per year per journeyman.

A. The Union agrees that every effort will be made to recruit and select apprentices from the tenant population of the Authority in accordance with the HUD requirement that 25% of the total work force of the Authority represent residents.

B. At no time shall an Apprentice work without the supervision of a Journeyman except to perform the following duties. In addition, other identified tasks will be performed by apprentices upon approval by the Foreman.

1. Replacement of toilet seats.
2. Emergency closing of valves
3. Repair and replacement of hose bibbs.
4. Replacement and repair bathroom accessories.

ARTICLE IV. HOURS OF WORK

Section 1. The regular work week shall be forty (40) hours, eight (8) hours per day, Monday through Friday, 8:00 A.M. to 4:30 P.M. Lunch period shall be from 12:00 Noon to 12:30 P.M.

Section 2. **Overtime.** An employee will be required to accept only a reasonable amount of overtime during any one week. Overtime shall be assigned on a rotating basis so that all employees who wish to work overtime will receive the opportunity.

A. Assignment of Overtime Work. Where overtime work is performed it shall be assigned to employees who were regularly performing the work which necessitates the overtime.

B. Definition of Overtime. Work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week shall be paid at the rate of one and one half the regular hourly rate. All work performed on Saturdays, Sundays or Holidays shall be paid at the rate of double time. Non-taxable fringes shall be at straight time.

Section 3. Emergency call back will be for a minimum of two (2) hours at the overtime rate.

Section 4. **Leave of Absence** - Journeyman plumbers in a budgeted position may apply for a leave of absence not to exceed ninety (90) days at the approval of the foreman and Director of Maintenance.

ARTICLE V. COMPETITIVE BIDDING

Section 1. Any plumbing and steamfitting work put out to bid should be at the prevailing industry rate of pay. The Authority agrees to comply with all State and Federal Law on prevailing wage and fringe benefits, including Davis Bacon. The Authority also agrees to notify the Union in writing as soon as possible but not less than five (5) days of the starting date and location and name of Contractor awarded the bid except in cases of emergencies. When city funds are utilized the City and County Ordinance on competitive bidding will be invoked (SF Ordinance Number 86-83, participation in Apprenticeship Programs).

Section 2. The Union will be notified in writing of all jobs prior to bidding for plumbing and steamfitting.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. The Authority shall make hourly contributions for employees to those categories of employee benefit trust funds previously established for the employees covered by this Agreement and enumerated under Appendix A.

Section 2. The following holidays shall be observed by the employees covered by this agreement: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Admission Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Lincoln's Birthday, Veterans Day, One Floating Holiday and Employee's Birthday.

Section 3. Holidays previously enjoyed by Local 38 members but no longer agreed to by the Authority, i.e., the day after Thanksgiving and the day before Christmas. It is now mutually agreed that a minimum crew on a voluntary basis will be employed on those days at the straight time rate.

ARTICLE VII. GRIEVANCES

Section 1. The Authority and the Union recognize that grievances should be settled wherever possible at the lowest supervisorial level. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees and/or the Union. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

A grievance is hereby defined as any alleged violation of any terms and conditions of this Memorandum of Agreement. A grievance is also hereby defined as any challenge or protest of any disciplinary action taken against any employee covered by this Memorandum of Agreement. Employees shall have the right to present their own grievance or through a representative of the Union. Grievances may also be presented by the Union.

Step 1. Within ten (10) working days of the discovery of an alleged grievance, the grievance shall be presented in writing to the supervisor of the employee involved and a copy mailed to the Union when the grievance is being presented by the employee. The supervisor shall respond to the parties in writing within five (5) working days of the receipt of notice of the grievance.

Step 2. If the aggrieved is not satisfied with the decision rendered at the first step, the party may within five (5) working days after receipt of the decision of the first step direct a written grievance to the Director of Maintenance with a copy to the Labor Relations. The grievance shall be acted upon by the Director of Maintenance and a decision rendered within five (5) working days of the receipt of the written grievance.

Step 3. If the aggrieved continues to be dissatisfied with the decision rendered at the Step 2 Level above, the Union and the Authority shall meet to resolve the matter directly. If an impasse is reached, the grievance shall be reviewed by the Executive Director or designee. Appeal of the Executive Director's or designee's decision shall be referred to an impartial arbitrator mutually acceptable to the Authority and the Union. The recommendations and findings of his decision shall be final and binding upon both parties. The costs of the Arbitrator shall be borne equally by the Union and the Authority when arbitration is requested by the Union. If arbitration is requested solely by the employee, the costs of arbitration shall be borne equally by the Authority and the employee. When arbitration is requested by the employer, the Union and the Authority will agree to share the cost.

ARTICLE VIII. STRIKES AND LOCKOUTS

Section 1. During the period of October 1, 1991 through September 30, 1992 within this agreement, the Authority agrees that it will not lockout employees and the Union agrees that the Union will not cause, permit or authorize its members to strike, sit-down or engage in any work stoppage or limitation upon services out of any dispute relating to the terms of this Agreement. Observance of the picket line of another organization, sanctioned by the San Francisco Labor Council or the San Francisco Building and Construction Trades Council and the Teamsters Joint Council No. 7 shall not be considered a violation of this Article.

ARTICLE IX. WORK CLOTHES AND PROTECTIVE GEAR

The Authority will provide tools for plumbers and steamfitters consistent with the Master Agreement and will provide steam cleaning of all tools. Plumbers and steamfitters will receive a total of three (3) pairs of coveralls during each fiscal year. The Authority will provide gloves and glasses as appropriate and necessary.

ARTICLE X. STEWARD LAST MAN TO BE LAID OFF

In the event of layoff, with the exception of the Foreman, the Steward shall be the last man laid off provided he is competent and capable to perform the duties assigned to him. The retention of the Foreman in lieu of the Steward shall be applicable only if the Foreman is a long time employee of the employer or his retention is necessary because of his special competence to perform the work. This exception shall not be abused to circumvent the necessity of retaining the Steward. Stewards shall not be discharged except for just cause and then only after prior notice to the Union stating the cause.

ARTICLE XI. SAVINGS CLAUSE

If any provisions of this Agreement should be held to be invalid by operation of the law or by any court of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XII - VACATION REPLACEMENTS

Whenever an employee takes his/her vacation or is out on medical leave for a period longer than five (5) consecutive working days, the Authority shall hire a replacement in the same classification.

ARTICLE XIII - DUES DEDUCTION

Section 1. The Authority shall deduct from each employee's wages the amount of Union dues as specified by the Union, for all employees covered by this MOU who have voluntarily provided the Authority with a written assignments authorizing such deductions.

Section 2. The Union shall indemnify the Authority and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Authority for the purpose of complying with the provisions of this Article, or in reliance on any writing which shall have been furnished to the Authority under this Article.

ARTICLE XIV. TERM OF AGREEMENT

This Agreement shall become effective on October 1, 1996 and shall remain in full force and effect to and including September 30, 1999.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

_____

Ronnie Davis
Acting Executive Director

Date: _____

UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY LOCAL UNION NO. 38

_____

Larry Mazzola
Business Manager

Date: _____

Section 73. FIFTY POINTS OF JURISDICTION

These are the recognized jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the American Federation of labor.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines.

2. All piping for water filters, water softeners, water meters and the setting of same.

3. All cold, hot and circulating water lines, piping for house pumps, cellar drains, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

4. All water services from mains to buildings, including water meters and water meter foundations.

5. All water mains from whatever source, including branches and fire hydrants, etc.

6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment, in bath and washrooms, shower stalls, etc.

8. All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work and racks of every description, whether screwed or welded.

14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping, and all piping used in connection with ship building and shipyards.

17. All power plant piping of every description.

18. The handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same-

19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.

21. The setting, erecting and piping for all smoke consuming and smoke washing and regulating devices.

22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases and holders and equipment for same, chemicals, minerals and byproducts and refining of same for any and all purposes.

25. The setting and erecting of all underfeed stokers, fuel burners and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil cooler, storage and distribution tanks, transfer pumps and mixing devices and piping thereto of every description

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers and piping to switches of every description.

29. All fire extinguishing systems and piping whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deodorizing and all cleaning systems of every description and laundries for all purposes.

31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power or heating purposes, either by water, air, stem, gas, oil, chemicals or any other method.

33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduits and boxes used in connection with pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.

42. All pipe transportation liens for gas, oil, gasoline, fluids and liquids, water aqueducts and water lines and booster station of every description.

43. All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting industry.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

45. All methods of stress relieving of all pipe joints made by every mode or method.

46. The assembling and erecting of tanks used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and material used in the pipe fitting industry.

48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

49. All piping by cataracts, cascades (i.e., artificial waterfalls), make up water fountain, captured waters, water towers, cooling towers and spray ponds used for industrial, manufacturing, commercial or for any other purpose.

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or products manufactured into pipe usable in the pipe fitting industry, regardless of size or shapes.

In addition to the foregoing defined "50 Points", the jurisdiction shall extend to substitute products or new technology relating to any of the products or functions listed in the "50 Points", including but not limited to prefabricated installations, nuclear power plants combination equipment designed to fulfill multiple functions including any of the functions or materials listed in the "50 Points" of jurisdiction sewers, including main and lateral lines, control systems designed to regulate or test any of the materials or products above defined or to control the movement of substances or gasses in and through pipes, and all work incidental to the installation, repair or maintenance to same.

(a.) PROTECTION OF JURISDICTION - SPRINKLER WORK.

United Association Local 38's jurisdiction on sprinkler work shall be enforced by both the Union and the Associations. On any failure of compliance the Union reserves the right to submit the grievance to the Arbitration Committee and withhold its labor until the arbitration is heard and acted on. It is mutually agreed that in such cases the withholding of men does not violate the terms of this Agreement.

A SPECIAL MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, OCTOBER 23, 1997 AT 4:00 P.M., AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

NOTICE AND AGENDA

Special Meeting Held:
Thursday, October 23, 1997

440 Turk Street
San Francisco, CA 94102

1. **ROLL CALL:**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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2. **APPROVAL OF AGENDA:**

3. **APPROVAL OF MINUTES:**

4. **GENERAL COMMUNICATIONS:**

5. **REPORT OF SECRETARY:**

6. **COMMITTEE REPORT:**

7. **REPORT OF COUNSEL:**

8. **TENANT REPRESENTATIVE REPORT:**

9. **PUBLIC COMMENTS ON AGENDA ITEMS:**

NOTE: The Public will have the opportunity to comment on Agenda items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

10. UNFINISHED BUSINESS

11. CONSIDERATION OF ACTION ITEMS:

A) Resolution Approving Write-Off Of Vacated Tenant Accounts Receivable In The Amount of $428,091.22 For The Entire Fiscal Year Ending September 30, 1997

B) Resolution Ratifying The Execution Of An Insurance Policy With Unigard Insurance Company And Payment For Fleet Insurance Coverage For Fiscal Year 1997-98 In An Amount Not To Exceed $169,963.00

C) Resolution To Adopt The Proposed Revision To The San Francisco Housing Authority's Admissions And Continued Occupancy Policy (ACOP) Which Will Establish Home Visits, Pre-Occupancy Training Programs, InterProject Transfers And Greater Flexibility In Administering The SFHA's Resident Transfer Program

D) Resolution Approving An Administrative Plan For The Section 8 Certificate And Voucher Programs And Authorizing Execution Thereof

12. EXECUTIVE SESSION:

The Commission will adjourn to Executive Session to discuss employment contracts for Dr. Emma McFarlin, Executive Monitor and Mr. Ronnie Davis, Acting Executive Director, pursuant to Government Code Section 54957.

13. RECONVENING OF COMMISSION MEETING-OPEN SESSION:

14. ADJOURNMENT:

Ann Davis
Acting Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

ACCESSIBLE MEETING POLICY

1. The San Francisco Housing Authority Commission Meetings are held at 440 Turk Street, between Hyde and Larkin, in the ground floor meeting room. The closest accessible BART Station is CIVIC CENTER. Accessible MUNI Lines serving this location are the 31 Balboa and the 42 Downtown Loop. For information about MUNI accessible services, call the Accessible Services Program at (415) 923-6142.

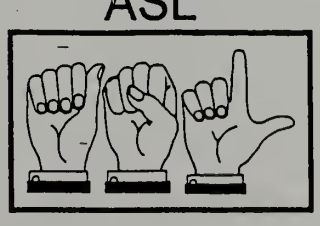
2. There is commercial parking available at the corner of Hyde and Turk Streets and across the street from the San Francisco Housing Authority at "Car Park".

3. Accessible seating for persons with disabilities (including those using wheelchairs) will be available.

4. Please contact the Commission Secretary at (415) 554-1374 at least 72 hours prior to the meeting if you wish to have American Sign Language interpreters and/or a sound enhancement system will be available upon request at the meeting.

5. Minutes of the meeting will be made available in alternative formats upon requests. If you require the use of a reader during the meeting, please contact the SFHA Commission Secretary at (415) 554-1296 at least 72 hour prior to the meeting.

6. Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call the City's accessibility hotline at (415) 554-8925 to discuss meeting accessibility. In order to assist the efforts of the City and the Authority to accommodate people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Authority to accommodate these individuals.



SAN FRANCISCO HOUSING AUTHORITY
MEMORANDUM

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TO: Board Of Commissioners

FROM: Ann Davis

DATE: October 21, 1997

SUBJECT: **Board Meeting Minutes for October 23, 1997**

Enclosed you will find the Training minutes for July 29, August 13, September 10 and September 23.

The minutes from the meeting of September 5, September 25 and October 9, 1997 are currently being reviewed by Legal Council and have not been returned to us.

COMMISSION MINUTES OF October 9, 1997

ARE BEING REVIEWED BY LEGAL COUNCEL

COMMISSION MINUTES OF SEPTEMBER 25, 1997

ARE BEING REVIEWED BY LEGAL COUNCEL

COMMISSION MINUTES OF SEPTEMBER 5, 1997

ARE BEING REVIEWED BY LEGAL COUNCEL

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

October 10, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: Ronnie Davis, Acting Secretary/Executive Director

SUBJECT: RESOLUTION APPROVING WRITE-OFF OF VACATED TENANT ACCOUNTS RECEIVABLE IN THE AMOUNT OF $428,091.22 FOR THE ENTIRE FISCAL YEAR ENDING SEPTEMBER 30, 1997

The attached Resolution authorizes the write-off of vacated accounts with debit balances in the amount of $428,019.22.

Tenant Accounts Receivables (TARS) is the term used to describe tenant accounts that reflect amounts owed to the this Authority. Vacated Tenant Accounts Receivable include those balances left owing to the Authority for non-payment of rent by individuals who are no longer tenants (i.e. who have "vacated" the premises i.e., evictions and abandonment). Any accounts that have not been collected and reflect no payment in the past six months are identified for write-off each quarter. Tenants who vacate without paying off their accounts are not permitted to receive public housing assistance in the future unless these balances have been paid in full.

Efforts to collect on these accounts continues to be a major task of the Housing Management Department. The Authority has a contract with an agency (National Tenant Network) that assist in the collection of delinquent vacated accounts.

National Tenant Network notifies the San Francisco Housing Authority when a former tenant with a balance owing applies for housing assistance anywhere in the country. Before the participating housing agency accepts the applicants, arrangements must be made with this Authority for the payment of the delinquent balance. Additionally, the National Tenant Network reports all former residents with delinquent balances to the TRW credit bureau.

The Authority, through the Conventional Housing Department continually strides to work out repayment agreements with residents who have delinquent accounts. Currently, there are one hundred sixty one (161) residents who are on repayment agreements who otherwise would entering the legal process for eviction. Collection of delinquent rent is now and will continue to be one of the high priorities of the Authority's management areas.

(Material prepared by Jim Williams)

RD:JW

RESOLUTION NO. _____
DATE ADOPTED _____

RESOLUTION APPROVING WRITE-OFF OF VACATED TENANT ACCOUNTS RECEIVABLE IN THE AMOUNT OF $428,019.22 FOR THE ENTIRE FISCAL YEAR ENDING SEPTEMBER 20, 1997

WHEREAS, HUD Handbook 7511.1 Chapter 11, Section 1 details procedures relative to the write-off of Tenant Accounts Receivables and the San Francisco Housing Authority has complied with these procedures; and

WHEREAS, the handbook requires that the write-offs of Tenant Accounts Receivable must be approved by the Board of Commissioners or by a designated official to whom such authority has been delegated by the Board of Commissioners; and

WHEREAS, the Board of Commissioners is authorized by Resolution No. 2784, dated February 27, 1986, to write-off vacated accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The vacated accounts are approved for write-off as follows:

   For the entire Fiscal Year 1996-1997 Debit Balances of $428,019.22

2. This resolution shall take effect immediately.

APPROVED AS TO FORM:

Joseph M. Hamblin
Legal Counsel

10-17-97
Date

RD:JW

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

October 17, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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FROM: Ronnie Davis/Acting Executive Director

SUBJ: RESOLUTION RATIFYING THE EXECUTION OF AN INSURANCE POLICY WITH UNIGARD INSURANCE COMPANY AND PAYMENT FOR FLEET INSURANCE COVERAGE FOR FISCAL YEAR 1997-98 IN AN AMOUNT NOT TO EXCEED $169,963.00

The attached resolution is submitted, for your review and approval, to ratify the execution of a purchase order in excess of $100,000.00 for the fleet insurance required by the Authority.

The San Francisco Housing Authority maintains insurance on its vehicular fleet through outside insurers. The Authority's policy for Fiscal Year 1996-97 expired on September 30, 1997. In order to secure continued coverage at a competitive cost, a solicitation was initiated through a third party insurance broker and completed prior to the September 30th expiration date. Responses were received from six responsive and qualified insurers. The responses included proposals from each of the following insurers:

Unigard Insurance Company
St. Paul Insurance Company
Kemper Insurance Company
The Hartford
The Hartford Marine Underwriters
Fireman's Fund Insurance Company

Upon review of the proposals received it was determined that Unigard Insurance Company could provide the level of insurance coverage in a manner that is most advantageous to the agency, cost and other factors considered.

In accordance with procurement regulations the Authority authorized the initiation of a fleet insurance policy with Unigard Insurance Company for the period commencing at 12:02 a.m. on Tuesday, September 30, 1997. The previous policy expired at 12:01 a.m. on that date, requiring immediate action to avoid a lapse in coverage. The attached resolution is to ratify the necessary action taken by the Authority.

It must be noted that funding for the services described herein is available as part of the Authority's operating budget and Section 8 administrative fees for Fiscal Year 1997-98.

I urge ratification of the attached resolution.

RD:VB

RESOLUTION NO._____
DATE ADOPTED: _____

RESOLUTION AUTHORIZING THE RATIFICATION OF AN INSURANCE POLICY WITH THE UNIGARD INSURANCE COMPANY AND PAYMENT FOR FLEET INSURANCE COVERAGE FISCAL YEAR 1997-98 IN AN AMOUNT NOT TO EXCEED $169,963.00

WHEREAS, the Authority solicited proposals through a third party insurance broker for fleet insurance to replace the policy that expired on September 30, 1997 as follows; and

o Unigard Insurance Company	$169,963.00
o St. Paul Insurance Company	Unable to match expired pricing
o Kemper Insurance Companies	Pricing capability is limited
o The Hartford	Cannot improve upon pricing
o The Hartford Marine Underwriters	Cannot be competitive
o Fireman's Fund Insurance Company	Risk's operations/exposure to loss

WHEREAS, The Authority reviewed the proposals submitted in accordance with procurement regulations and determined that Unigard Insurance Company could provide the necessary insurance coverage in a manner that is most advantageous to the agency, cost and other factors considered; and

WHEREAS, funding for this service is available as part of the Authority's operating budget and Section 8 Administrative fees for Fiscal Year 1997-98; and

WHEREAS, based on the foregoing discussion and the need to obtain fleet insurance to avoid a lapse in coverage, the Authority proceeded to authorize the implementation of a policy pending Commission ratification thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director, or his designee, is hereby authorized to provide funding for a fleet insurance policy with Unigard Insurance Company in an amount not to exceed $169,963.00 during fiscal year 1997-98, except as provided for under the procurement policy adopted by the Commission on June 13, 1991.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

Joe Sandoval, Deputy City Attorney — Date: 10-15-97

Material prepared by Vivian Bains, Materials Management

Poe & Brown INSURANCE

Levinson
Insurance Services

101 California Street, Suite 2700, San Francisco, CA 94111-5830
(415) 434-3200 • FAX (415) 398-3453 • CA Lic. 0B02587

September 17, 1997

Vivian Bains
Procurement Officer
San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

Re: Automobile Insurance Renewal - 1997-1998

Dear Ms. Bains:

I am very pleased to submit the Auto Insurance renewal for the year effective September 30, 1997, to September 30, 1998.

As we have done every year, we have approached six major A-rated insurance companies for proposals for this renewal. I am enclosing responses from Fireman's Fund, Kemper, Hartford, St. Paul, and the holding insurer, Unigard. CIGNA declined to quote for the same reasons as the other carriers.

I feel that we have achieved an extremely low average rate per vehicle, especially in view of the escalating loss ratio in the past year. The enclosed correspondence from Unigard corroborates the increased loss frequency and severity.

Please take special note of the Unigard letter numbered "1" regarding loss control and the need to continually emphasize training. When the account is evaluated every year for rating, the insured's management controls are a major consideration in controlling losses, vehicle maintenance, and selection of drivers.

We certainly will be happy to help your staff in the sustaining of a good safety record.

Enclosed please find sheets containing a comparison of premiums, annualizing of premium endorsements, correspondence from Unigard, and the letters of declination.

The renewal quote from Unigard is $162,826, plus another $6,987 for newly added vehicles, totalling $169,813. This compares with the expiring annualized premium of $163,055 with a smaller number of vehicles.

The renewal binder for the automobile insurance is enclosed, as well as a binder for the small Inland Marine Policy that insures

your two forklifts. We are pleased to be of continued insurance service to the San Francisco Housing Authority.

Very truly yours,

Poe & Brown of California, Inc

Mort Levinson

ML/sh
Encls

The St Paul

Public Sector Services

St. Paul Fire and Marine Insurance Company
2301 E Lamar Blvd., Ste. 400
Arlington, TX 76006-7472
Telephone 817.695.1400
WATS 800.792.8758
Facsimile 817.530.3896

July 15, 1997

Susan Hall
Poe and Brown of California
101 California Street
Suite 2700
San Francisco, CA 94111-5830

Dear Susan,

Thank you for submitting The Housing Authority of the City and County of San Francisco for consideration. However, after further review following our conversation I find that I am still unable to match the expiring pricing.

Again, thank you for thinking of St. Paul Public Sector Services.

Sincerely,

Geoffrey Harrold
Regional Manager

Members of
The St. Paul Companies:
St. Paul Fire and Marine
Insurance Company
St. Paul Mercury
Insurance Company
St. Paul Guardian
Insurance Company
The St. Paul
Insurance Company
The St. Paul
Insurance Company
of Illinois
St. Paul Property
and Casualty
Insurance Company
St. Paul Fire and Casualty
Insurance Company
St. Paul Indemnity
Insurance Company
St. Paul Insurance
Company of
North Dakota

KEMPER.

475 Sansome Street
San Francisco, CA 94111-3103

(415) 616-6567
FAX (415) 616-6648

August 5, 1997

Levinson Poe & Brown Insurance
Attn: Susan Hall
52-7392

Re: Submission: Housing Authority of San Francisco
Commercial Auto eff 9/30/97

Dear Susan:

We are glad you provided us with the opportunity to review this account. However, after a thorough review of the submission, we have decided not to pursue. On an account such as this one our pricing capability is limited. Therefore, it would be difficult to compete against the current program.

If we have overlooked something, or you have information to the contrary, please let us know. We thank you for considering Kemper and hope that you will keep us in mind for your other profitable business.

Sincerely,

KEMPER INSURANCE COMPANIES

Helene Tang
Commercial Casualty Underwriting Department

THE HARTFORD

San Francisco Regional Office
455 Market St
P.O. Box 3615
San Francisco, CA 94119
Fax: (415) 546-9628
Phone: (415) 995-3200

Date: August 18, 1997

To: Levinson Insurance Services [554680]

ATTN: Susan Hall

Re: San Francisco Housing Authority
Nature of Business: Housing Authority

Thank you for considering The Hartford with this submission.

The current program that the insured is on now is very competitive and I will not be able to improve upon the pricing, if that is the Key reason to move.

We quoted the account last year and that was our best effort, however if there are other reasons to market please have me reopen our file.

Thank you for considering The Hartford.

Sincerely,

Larry

Larry Tucker
Commercial Lines Underwriter

THE HARTFORD

San Francisco Regional Office
455 Market St.
P.O. Box 3615
San Francisco, CA 94119
Fax: (415) 546-9628
Phone: (415) 995-3200

September 8, 1997

Levinson Insurance Services

Attn.: Susan Hall
1-415-398-3453

Re: San Francisco Housing Authority
Nature of Business: Housing Authority

Thank you for submitting Contractor's Equipment coverage. I cannot be competitive with the current carrier due to minimum premium requirements. Please consider us for all other opportunities.

Regards,

Alexander McGinley

Alexander McGinley
Commercial Marine Underwriter

09/08/97 15:19 FAX 01701 NO.441

Fireman's Fund
Insurance Companies
San Francisco Field Office
One Market, Spear St. Tower, 11th Floor
San Francisco, CA 94105

June 16, 1997

Ms. Susan Hall
LEVINSON INSURANCE SERVICES
101 CALIFORNIA ST. STE. 2700
SAN FRANCISCO, CA 94111-5830

RE: SAN FRANCISCO HOUSING AUTHORITY
95970005206

Dear Susan:

Thank you for submitting your application for the above risk. Unfortunately, we must decline your application because the risk's operations present exposure to loss that do not fit our current underwriting standards.

Again, thank you for thinking of us. We hope that we can be of assistance to you on another account in the near future.

Sincerely,

Brigid Larson

Brigid Larson
Specialist Underwriter

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DOCUMENTS DEPT.

OCT 23 1997

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DATE: **OCTOBER 23, 1997**

TO: **SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: **RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR**

SUBJECT: **RESOLUTION TO ADOPT THE PROPOSED REVISION TO THE SAN FRANCISCO HOUSING AUTHORITY'S ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) WHICH WILL ESTABLISH HOME VISITS, PRE-OCCUPANCY TRAINING PROGRAMS, INTERPROJECT TRANSFERS AND GREATER FLEXIBILITY IN ADMINISTERING THE SFHA'S RESIDENT TRANSFER PROGRAM**

This resolution will revise the Admissions and Continued Occupancy Policy (ACOP). The last approved revision was adopted in the mid-80's. The ACOP is the handbook which governs the Authority's administration of the conventional housing program. The proposed revisions create interproject transfers, establish preoccupancy training programs and home visits and provide greater flexibility in administering the SFHA's Resident Transfer Program.

Over the last five (5) years, the SFHA submitted various revisions to the ACOP to the Department Of Housing and Urban Development. To date, the Authority has yet to receive official approval from the Department of Housing and Urban Development. The proposed revisions include internal policies developed and implemented by the SFHA over the last ten (10) years, create greater accountability by requiring stricter screening measures and address the problem of over housed and underhoused residents.

In 1996, the Department of Housing and Urban Development (HUD) added an additional component to the PHMAP indicator which examines a PHA's ability to screen potential public housing applicants. The proposed revisions will assist the SFHA in securing an acceptable PHMAP score. I urge your approval of the revised ACOP.

Material prepared by Carmen T. Rosales and Clinton Tatum

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OCT 23 1997

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RESOLUTION NO._____
DATE ADOPTED:_____

RESOLUTION TO ADOPT THE PROPOSED REVISION TO THE SAN FRANCISCO HOUSING AUTHORITY'S ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) WHICH WILL ESTABLISH HOME VISITS, PRE-OCCUPANCY TRAINING PROGRAMS, INTERPROJECT TRANSFERS AND GREATER FLEXIBILITY IN ADMINISTERING THE SFHA'S RESIDENT TRANSFER PROGRAM

WHEREAS, the Authority administers its conventional housing program through the Admissions and Continued Occupancy Policy (ACOP) which was adopted in 1986; and

WHEREAS, the Authority has determined the need to revise the Admissions and Continued Occupancy Policy to reflect the policy revisions which have occurred over the last ten (10) years; and

WHEREAS, the revisions will implement stricter screening measures to assist with promoting community safety and involvement; and

WHEREAS, the demand for affordable housing within the City and County of San Francisco is at a premium; with the supply and demand, resources remain scarce; and

WHEREAS, interproject transfers will create more suitable apartments for families on the waiting list and the needs of families and seniors living within SFHA public housing developments; and

WHEREAS, the amendment to the ACOP addresses the current PHMAP regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO:

1. The revised Admissions and Continued Occupancy Policy will include language which establishes home visits, pre-occupancy training programs and interproject transfers.

2. Interproject transfers will be allowed within each development to accommodate the needs of residents.

3. The language within the Admissions and Continued Occupancy policy reflect the policy changes implemented by the SFHA over the last ten (10) years.

4. This resolution becomes effective immediately.

APPROVED AS TO FORM:

Joseph M. Hamblin

Joseph Hamblin
Acting General Counsel

October 21, 1997
Date

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

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Date: October 23, 1997

To: **SAN FRANCISCO HOUSING AUTHORITY COMMISSION**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

From: Ronnie Davis, Acting Secretary/Executive Director

Subject: **RESOLUTION APPROVING AN ADMINISTRATIVE PLAN FOR THE SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS AND AUTHORIZING EXECUTION THEREOF**

This resolution will approve and put into a place an administrative plan for the Section 8 (Leased Housing) Department. The HUD Conforming Rule has given the local housing authority great latitude in running its own section 8 department as long as the local rules and regulations are approved by the Board of Commissioners by way of an administrative plan.

This administrative plan is the first significant step we must take in taking the department back over from HUD. As this plan is needed in order to effectively run the program, I recommend that the attached Resolution be adopted at the October 23, 1997 Commission Meeting.

RESOLUTION NO. _____
DATE ADOPTED_____

RESOLUTION APPROVING AN ADMINISTRATIVE PLAN FOR THE SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS AND AUTHORIZING EXECUTION THEREOF

Whereas, The Housing Authority of the City and County of San Francisco (herein called the "Authority") entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, Resolution No 4604, and/or 42 USC 1437 ET SEQ. Adopted March 8, 1996 stated," Resolution temporarily providing power, duty and authority for operation and management of the San Francisco housing authority (SFHA) to the United States Department of Housing and Urban Development, and amending SFHA policies, rules, procedures and by-laws accordingly"

WHEREAS, in accordance with Title 24 of the Code of Federal Regulations, Section 982.54, the Government requires the Authority to adopt a written administrative plan that establishes local policies for the administration of the Section 8 certificate and voucher programs.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority Administrative Plan for the Certificate and Voucher programs is hereby approved and accepted.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM:

Joseph M. Hamilton

10-17-97
Date

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: October 21, 1997

TO: The SFHA Commission

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Acting Secretary/Executive Director

RE: Administrative Plan

Please note that the enclosed pages are a revision to the administrative plan which has been presented to you for passage at the October 23 Commission Meeting. The changes , which are indicated in bold type, are to allow children in the Section 8 program to leave their parents bedroom at age three rather than at age six.

This change was made in order to be accommodating to our clients and also to have the administrative plan for Leased Housing match the standards we have set for public housing. Please remove the appropriate pages and replace with the enclosed pages.

PART I
SUBSIDY STANDARDS

General guidelines

The subsidy standards provide the level of assistance appropriate for the family based on the family composition. In accordance with HUD requirements, the subsidy standards must provide the smallest number of bedrooms needed to house a family without overcrowding and must be consistent with the space requirements of the HQS.

The unit-size assigned to a participant serves as the basis for determining the maximum HAP that can be paid to an owner for the unit selected by the certificate/voucher holder. Once a unit-size is assigned to a family, that size will be maintained for the duration of the family's participation unless there is a change in family composition (including age changes of children). A certificate or voucher of a different bedroom size will be issued due to changes in family composition, if funding to support the new unit-size is available.

Unit-size

To avoid overcrowding, the SFHA will determine the appropriate unit-size on the basis that no more that two persons will be required to occupy the same bedroom. Children of the same sex will be allocated space for one bedroom. An unborn child be will treated as a child under **three** years of age. The following table contains the maximum and minimum number of persons per unit that the SFHA will use in determining the standard unit-size on the certificate or voucher:

Number of bedrooms	Number of persons	
	Minimum	Maximum
SROs	1	1
0 (studios)	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	8	10

Exceptions to standard unit- size

The SFHA may grant exceptions to the standard unit-sizes for any of the following reasons:

- Two adult members who are not spouses or do not have a conjugal arrangement;
- Children of the opposite sex over **two** years of age;

- Spouses who cannot share a bedroom due to medical reasons;

- A parent/guardian and a child over **two** years of age;

- A live-in attendant who meets the following definition;

    - Is determined by the HA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

    - Is not obligated for the support of the person(s), and

    - Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

- Live-in aides are not subject to Non-Citizen Rule requirements.

- Live-in aides may not be considered as a remaining member of the tenant family.

- A Family member who chooses to be a live-in aide may not later request to be considered a family member and benefit from the subsidy.

  *The family member will be required to sign a document acknowledging the fact that they understood they are not entitled to the subsidy.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

A Live in Aide may only reside in the unit with

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: OCTOBER 23, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
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FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION TO ADOPT THE PROPOSED REVISION TO THE SAN FRANCISCO HOUSING AUTHORITY'S ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) WHICH WILL ESTABLISH HOME VISITS, PRE-OCCUPANCY TRAINING PROGRAMS, INTERPROJECT TRANSFERS AND GREATER FLEXIBILITY IN ADMINISTERING THE SFHA'S RESIDENT TRANSFER PROGRAM

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In 1996, the Department of Housing and Urban Development (HUD) added an additional component to the PHMAP indicator which examines a PHA's ability to screen potential public housing applicants. The proposed revisions will assist the SFHA in securing an acceptable PHMAP score. I urge your approval of the revised ACOP.

Material prepared by Carmen T. Rosales and Clinton Tatum

RESOLUTION NO. 4621
DATE ADOPTED: 11/13/97

RESOLUTION TO ADOPT THE PROPOSED REVISION TO THE SAN FRANCISCO HOUSING AUTHORITY'S ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) WHICH WILL ESTABLISH HOME VISITS, PRE-OCCUPANCY TRAINING PROGRAMS, INTERPROJECT TRANSFERS AND GREATER FLEXIBILITY IN ADMINISTERING THE SFHA'S RESIDENT TRANSFER PROGRAM

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2. Interproject transfers will be allowed within each development to accommodate the needs of residents.

3. The language within the Admissions and Continued Occupancy policy reflect the policy changes implemented by the SFHA over the last ten (10) years.

4. This resolution becomes effective immediately.

APPROVED AS TO FORM:

Joseph M. Hamblin

Joseph Hamblin
Acting General Counsel

October 21, 1997
Date

SAN FRANCISCO HOUSING AUTHORITY
POLICIES GOVERNING
RESIDENT ADMISSION
and
CONTINUED OCCUPANCY

Mr. Ronnie Davis
Acting Executive Director
Revised October 1997

SAN FRANCISCO HOUSING AUTHORITY POLICIES GOVERNING RESIDENT ADMISSION and CONTINUED OCCUPANCY

Mr. Ronnie Davis
Acting Executive Director
Revised October 1997

СИНАКСАРИ СВЯТИХ
НА
ВЕРЕСЕНЬ-ГРУДЕНЬ
БОГОСЛУЖБОВИХ
УКРАЇНСЬКОЮ
МОВОЮ

San Francisco Housing Authority
Policies Governing
Resident Admission and Continued Occupancy

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VII. APPENDIX

A. Lease Agreement

INTRODUCTION:

The last accepted revision of the San Francisco Housing Authority (SFHA) Resident Admission and Continued Occupancy Policy was approved by the SFHA Commission and Region HUD Office in the mid-80's. Over the last 10 years, SFHA staff submitted numerous revisions to the the Admissions and Continued Occupancy Policy. The revisions have included substantial changes in the federal preferences, lease agreement, resident grievance procedures, transfers and assignments, ceiling rent policy and the adoption of the Victim Witness Program. The revised policy gives the SFHA greater flexibility in administering the public housing program and addresses the requirements mandated by the Asian Law Caucus consent decree generated by the Le Nguyen v. the San Francisco Housing Authority.

Within the policy, Mr. Davis responds compassionately to the needs of public housing residents requesting priority transfers. The revised policy creates preferences for residents who are foster parents needing larger units as required by the court to maintain foster care placement and an emergency preference category for individuals and families on the public housing waiting list recognized by the Executive Director who are in need of emergency housing by meeting all HUD requirements and application of the 50% Exception Rule.

II. ELIGIBILITY for ADMISSIONS:

* Implementation of a public housing resident pre-occupancy training program (p.6)

* Expansion of mitigating circumstances language (p. 7)

* Implementation of Home visits (p. 8)

III. PROCEDURES in DETERMINING INCOME and RENT

* Resident stipend, earnings in excess of $480,00 for each full time student 18 years of age or older and adoption assistance payments in excess of $480.00 income exclusion (p.12)

* Minimum rent of $25.00 (p.15)

* Implementation of the Ceiling Rent Policy (p.15)

IV. ADMISSIONS PROCEDURES and ASSIGNMENT POLICIES

* Expansion of federal preference language for Involuntary Displaced to include (pp.17-19)

  - Displacement to avoid reprisals
  - Displacement by Hate Crimes
  - Displacement by inaccessibility
  - Displacement because of HUD disposition of multifamily housing

* Expanded 50% Rule to include local preferences to allow families with emergency housing needs ahead of federal preference families. The expansion would allow for reciprocal assistance to families referred by the American Red Cross and the Mayor's Office of Housing (p.20)

* Minimum security deposit of $100 (p.24)

* Pet policy (p.25)

V. MISCELLANEOUS

* Rent collections policy (p.30)

* Preference for a priority transfer given to public housing foster care parents and/or families participating in the family reunification program. (p.41)

* Creation of a compassionate transfer category to accommodate a family's need to be close to another family with a serious medical condition (p.42)

* On-site property specific waiting lists (p.43)

* Recognition of the Section 8 Program as a legitimate option for public housing families who have been approved for a priority transfer (p.46)

* Recognition of the City's Witness Protection Program recommendation as bon a fide emergency transfers at the request of the District Attorney's Office and the San Francisco Police Department (p.48)

I. Introduction

A. The public housing program was created by Congress in 1937 to eliminate unsafe and unsanitary housing conditions, clear slums, provide decent, safe and sanitary dwellings for low income families, alleviate unemployment, and stimulate business activity. Today, the primary goal of the San Francisco Housing Authority is to provide public housing for eligible families that cannot afford private housing.

B. The purpose of the San Francisco Housing Authority Resident Admission and Continued Occupancy Policy is to establish the general goals and standard procedures governing the program. The subjects covered include, but are not limited to, eligibility for and admission to the program, continued occupancy requirements, transfers, etc.

C. The San Francisco Housing Authority recognizes the rights of individuals with handicaps as mandated by Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Housing and Urban Development.

II. Eligibility for Admission

A. General

1. Who may qualify as a family:

a. Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, operation of law or who have evidence of a stable family relationship, or the intent to form a stable family relationship; or

b. Two or more unrelated elderly, disabled or handicapped persons known to have lived together regularly or intending to do so and whose mutual resources are available in meeting the living expenses of the group; or

c. A single person age sixty-two (62) or over, if under sixty-two (62), disabled and/or handicapped; or

d. A single person who is a displaced person as defined in 24 CFR, Part 912.2; or

e. The remaining member(s) of a resident family; or

f. A single person who is not an elderly family or a displaced person as defined in this section, where approved by HUD pursuant to 24 CFR, Part 912.3.

2. The following may be included in a family:

a. An unrelated individual necessary for the care and personal support of another who is elderly or handicapped. Income from such person is not counted toward the family's annual income nor is such person included as a party on the lease. However, the care provider must be subjected to all screening criteria other than income.

b. Foster children.

3. The Authority shall not discriminate on the basis of race, color, religion, creed, sex, national origin, handicap/disability or sexual preference in accepting applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended.

In the event of a handicap or disability, the San Francisco Housing Authority will effectuate Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.

§794) which provides that no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

B. Processing applications for admission to public housing

1. The process of accepting applications and scheduling appointments for admission to public housing shall be in accordance with the standard procedures established by the San Francisco Housing Authority and will be determined by the vacancies in public housing.

2. At the time of taking applications, the Authority will record on a community-wide waiting list, by date and time of application, the names of all current applicants, and all applicants who apply for public housing. Applicants on the community-wide waiting list are considered preliminarily eligible. Placement on the waiting list is determined City-wide in accordance with the bedroom size of the family's need. The waiting list status is determined by the date and time of their application and any HUD-approved preferences determined by an applicant self-certification process.

Preliminarily eligible applicants are requested to attend a briefing session. At the briefing session, applicants will be given information regarding their eligibility and the opportunity to ask questions regarding Public Housing admission. The applicant screening process of the Authority shall take into consideration the needs of individual families for public housing and the statutory purpose in developing and operating socially and financially sound public housing developments.

3. The head of household and spouse (or co-applicant) shall provide all basic information as described below; and sign the preliminary application for admission:

a. Date and time of application.

b. Ethnicity (Optional).

c. Sex (Optional).

d. Family members.

e. Relationship of family member.

f. Preference and priority categories.

g. Special needs for disabilities (Optional).

h. If a handicap or disability is disclosed, it must contain the nature of the disability or handicap.

i. Income.

4. The application will be processed and considered conditionally eligible for housing, based solely on statements given on the preliminary application.

5. Final determination of eligibility will be made when a unit can be offered to the family. The applicant shall be informed at the time he/she places an application that the verification of eligibility will be deferred.

6. As a condition of admission to (or continued occupancy of) any assisted unit under public housing, the family head shall execute a HUD-approved release and consent authorizing release of any depository or private sources of income.

C. Screening and Eligibility Criteria

1. Once an applicant is offered a unit by the Authority, all necessary information from the resident shall be verified, and final determination will be made with respect to:

a. Income limits for admission.

b. Qualifications of applicant as a family.

c. Preference and priority categories to which the family may belong.

d. Unit size required for the family.

2. If the foregoing conditions are met, then the Authority shall apply a second level test and exercise its discretion as a landlord to determine whether the family would be desirable as a resident. The Authority will consider whether the applicant's residency, considering their present or prior housing, will likely have an adverse affect on:

a. The enjoyment of other residents of the premises,

b. The physical environment, or

c. The financial stability of the Authority.

3. Relevant information respecting the habits or practices to be considered may include, but are not limited to:

a. An applicant's past performance in meeting financial obligations, especially rent, as determined by credit checks, reports from present or previous landlords, any unlawful detainer etc.

b. Payment of funds owed to the SFHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. The SFHA will consider any past balances owed to the SFHA by the applicant for any program that the SFHA operates. The SFHA expects these balances to be paid in full (either in a lump sum or garnishment of check) before initiating the full screening process. A former SFHA resident who applies owing a balance to the agency will not be admitted to any housing program until that balance is paid.

(1) A deposit equal to three (3) times the applicant's contract rent will be required of any applicant who was a previous resident who left owing a balance.

(2) SFHA employment opportunities for previous resident's and/or new applicants will require full payment of any outstanding financial obligations.

c. Records indicating whether or not the applicant or family members engaged in destruction of property or interference with the rights of others, created physical hazards or maintained unhealthy or unsanitary conditions, or used the premises illegally. Home visits will be conducted by SFHA staff to determine applicant suitability at the pre-application phase.

d. Records indicating whether or not the applicant and/or family members had a past history of criminal activities involving crimes of violence to persons, alcohol, drug related activity, improper sexual conduct, destruction or theft of property, or other criminal acts directed against residents or SFHA personnel which would adversely affect the health, safety or welfare of other residents.

e. Aggressive and hostile behaviors directed against any SFHA staff and/or fellow applicant.

f. If an applicant as a former resident was involuntarily compelled to terminate a lease for a reason as listed above, the applicant shall not be further considered for

housing, unless as provided below.

4. In order to determine if applicants meet the resident selection criteria set forth above, the Authority may consider information from the following sources:

a. Present and previous landlords. In the case of no previous address, three (3) references, preferably professional, will be checked.

b. SFHA records.

c. Court records on any evictions and/or judgments for delinquent rents.

d. Criminal records for all adult applicants 18 years of age and older including evidence of mitigating circumstances. Persons evicted from any HUD assisted program due to drug related activity cannot be eligible for a minimum of three (3) years beginning on the date of the eviction unless the applicant has successfully completed a rehabilitation program.

e. Reports from drug treatment centers, clinics and physicians.

f. Other records, as necessary including mandatory participation in the SFHA's pre-occupancy training program.

5. In the event that unfavorable information is received regarding an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which indicate a reasonable probability of favorable future conduct or financial prospect. For example:

a. Evidence of rehabilitation from a treatment or rehabilitation program which may include random drug testing. In the event of a felony conviction, after the release from jail, certification from a parole officer that the applicant has been clear of any problems within the last 12 months from the date of release.

b. Evidence of applicant family's participation in or willingness to participate in social services or other appropriate counseling services and the availability of such programs.

c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

d. Evidence of circumstances leading to the eviction no longer exist.

6. Screening applicants who claim mitigating circumstance.

a. If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct and factored into the SFHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

b. Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control AND the applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

c. If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the SFHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The SFHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

d. Examples of mitigating circumstances might include:

(1) Evidence of successful rehabilitation

(2) Evidence of the applicant family's participation in social service or other appropriate counseling service

(3) Evidence of successful and sustained modification of previous disqualifying behavior

e. Consideration of mitigating circumstances does not guarantee the applicant will qualify for admission. The SFHA will consider such circumstance in light of:

(1) The applicant's ability to substantiate through verification the

claim of mitigating circumstances and his/her prospects for improved future behavior; and

(2) The applicant's overall performance with respect to all the screening requirements; and,

(3) The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

7. After a careful analysis of all of the factors, an applicant is considered eligible if the applicant's past history will have a positive or neutral impact on the Public Housing community.

8. All determinations by the Authority of eligibility shall:

a. Be in compliance with state, local and federal laws and regulations,

b. Be consistent with the Authority's responsibility as a public body,

c. Assure that selection by the Authority is objective and reasonable, and

d. Not automatically deny admission to a particular group or category of otherwise eligible applicants.

D. Home visits

1. Home visits at the current dwelling of the applicant shall be required of all qualified applicants. Housekeeping inspections are part of the home visit.

2. Housekeeping criteria shall include, but not be limited to:

a. Conditions in living room, kitchen (food preparation and clean-up), bathroom & bedrooms

b. Conditions of entrance-ways, halls, and yard

c. Cleanliness in each room

d. General care of furniture, windows, doors and cabinets

3. Other SFHA lease compliance criteria will also be checked, such as:

a. Evidence of destruction of property

b. Unauthorized occupants

c. Evidence of criminal activity

d. Conditions inconsistent with application information

4. All applicants shall have at least two (2) days' advance written notice of Home Visits.

5. The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Requirements.

E. Eligibility notification and right to an informal hearing

1. Applicants determined eligible will be promptly notified in writing by the Authority. The notification shall include information regarding the referral to available units. Applicants who are determined to be ineligible shall be notified of an informal hearing scheduled within 21 days. If the applicant does not attend the hearing, his/her application will be withdrawn.

III. PROCEDURES TO BE USED IN DETERMINING INCOME AND RENT

A. Annual income

1. Annual income means the anticipated total income from all sources received by the family head and spouse, even if temporarily absent, and by each additional member of the family, including all net income derived from assets, for the twelve (12) month period following the effective date of the initial determination or re-examination of income. Income that is temporary, non-recurring or sporadic, as defined in this section, is excluded.

The family's annual income at the time of final determination may not exceed the income limits for lower-income families, as defined by the U.S. Department of Housing and Urban Development (HUD) and approved by the SFHA Board of Commissioners. The income limits for varying family sizes shall be prominently posted in the Authority office. No family other than a lower-income family shall be eligible for admission to the public housing program.

2. Annual income includes, but is not limited to, the following:

a. The full amount, before any payroll deductions of wages and salaries, overtime pay and other compensation (such as commissions, fees, tips and bonuses) for personal services.

b. The net income from the operation of a business or profession. For this purpose, expenditures for business expansion or amortization of capital indebtedness and allowances for depreciation of capital assets shall not be deducted to determine net income from a business.

c. Interest, dividends and other net income of any kind from real or personal property.

d. Where the family has net assets in excess of $5,000.00, annual income shall include the greater of actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD consistent with 24 CFR, Part 913.106(3).

e. Income from assets less than $5,000.00 shall be based on the actual or anticipated income that may be received.

f. The full fair market value of assets disposed of at less than fair market value within two years of applying for housing or date of re-examination.

g. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.

h. Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay.

i. All welfare assistance payments received by or on behalf of any family member.

j. Periodic and determinable allowances, such as alimony, child support payments and regular contributions or gifts received from any persons not residing in the dwelling.

k. All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is the head of family, spouse or other person whose dependents are residing in the unit.

l. Any earned income tax credit to the extent that it exceeds the income tax liability.

m. Payments to the head of household or spouse for the support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support. This includes, but is not limited to, social security or child support.

n. Income of all members of the family eighteen (18) years of age or older.

o. Educational scholarships, not used for paying tuition, fees, books and equipment costs, shall be deemed for subsistence and included in income.

B. Items not included in annual income

1. Temporary, non-recurring or sporadic income is not to be counted in the determination of eligibility or rent. Such items include:

a. Casual, sporadic or irregular gifts.

b. Amounts which are received specifically for or in reimbursement of the cost of medical expenses.

c. Lump-sum addition to family assets, but not necessarily limited to, inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlements for personal or property losses, other than those listed in Section A.2.h. above.

d. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, to the extent that such amounts are so used consistent with 24 CFR, Part 913.106 (c)(6).

e. Hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.

f. A resident stipend. A resident stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA on a part-time basis. Such services may include, but are not limited to, fire patrol, hall monitoring, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

g. Earnings in excess of $480.00 for each full-time student 18years of age or older (excluding the head of household and spouse) and

h. Adoption assistance payments in excess of $480.00 per adopted child.

2. Other types of income not included are:

a. Income from employment of children (including foster children) under the age of eighteen (18) years.

b. Payments received for the care of foster children and foster adults.

c. Amounts specifically excluded by other federal statutes:

(1) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

(2) The value of coupon allotments provided to an eligible household pursuant to the Food Stamp Act of 1977.

(3) Others, as may be defined and required by the U.S. Department of Housing and Urban Development.

C. Verifying annual income

1. Projections of annual income shall be based on the best available information, with due consideration to the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family.

2. If it is not feasible to anticipate a level of income over a 12 month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period consistent with 24 CFR, Part 913.106 (d).

3. Overtime will be computed in accordance with verification obtained from the employer.

4. Income is one of the most important factors in determining a family's eligibility and rent. The Authority shall use generally accepted and established methods of verifying income which include:

a. Third-party verification through the payer (such as an employer, public agency, etc.).

b. Authority review of documentation provided by the family. Such as, but not limited to:

(1) Income tax returns.

(2) Check stubs.

(3) IRS Form W-2.

c. In the verified and documented absence of any of the above, a notarized statement from the family describing the amount and type of income may be accepted as a last resort.

D. Adjusted income

1. Adjusted income means annual income less the following deductions:

a. A deduction of $480.00 for each dependent. A dependent is a member of the family household (excluding foster children) other than the head or spouse, who is:

(1) under eighteen (18) years of age,

(2) disabled,

(3) handicapped, or

(4) a full-time student.

b. A deduction of $400.00 for an elderly family. A family is "elderly" when the head of household or spouse (or sole member) is a person who is:

(1) over sixty-two (62) years of age,

(2) disabled, or

(3) handicapped, as defined in this Policy.

c. Medical Expenses [Elderly Families Only]: Medical expenses (including medical insurance premiums) in excess of three percent (3%) of the Annual Income and not compensated for or covered by insurance.

d. Child Care Expense: A deduction of amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age determined to be necessary to the gainful employment or to further the education of a family member. The amount deducted shall reflect the reasonable charges for child care and shall not exceed the amount of income received by the family member where the child care is necessary to permit employment. Any child care expense exceeding twenty-five percent (25%) of annual income shall be closely examined and documented.

e. Other expenses as may be defined and required by the U.S. Department of Housing and Urban Development.

E. Determining monthly resident rent

1. At admission and at the annual re-examination, all families shall be charged the greater of the following, rounded to the nearest dollar: (Category a. and b. may be subject to re-definition by the U.S. Department of Housing and Urban Development.)

a. thirty percent (30%) of the monthly adjusted income, or

b. ten percent (10%) of the monthly income.

In the event the family reports no income, the family will charged a minimum rent of $25.00.

2. Increases in rents for families in continued occupancy may not exceed ten percent (10%) per twelve (12) month period as a result of a change in federal statute or definition. These

families may have other adjustments, as may be mandated by the United States Department of Housing and Urban Development.

3. The Authority shall establish:

a. Allowances for agency-furnished utilities for all check-metered utilities, and

b. Allowances for resident-purchased utilities for all utilities purchased directly by the resident from the utility suppliers.

c. As applicable, allowances will be deducted from the total resident monthly payment. Where the approved utility allowance for the unit exceeds the total resident monthly payment, the Authority shall reimburse the family for the difference.

4. The Authority shall review at least annually the basis on which Utility Allowances have been established and, if reasonably required in order to continue adherence to the standards as stated in CFR 965.476, shall establish revised Allowances. The review shall include all changes in circumstances (including completion of Comprehensive Improvement Assistance Program and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable consumption requirements and changes in utility rates.

5. The resident rent (that is, the amount payable by the family to the Authority) equals the total resident payment minus utility allowance, if any.

F. Ceiling rent

1. The objective of the ceiling rent policy is to promote economic stability and advancement for residents by removing disincentives to employment in the form of rent increases. The policy also promotes keeping working families in public housing and diversifying the income mix among residents.

2. Ceiling rents for all units in public housing will be set at the following levels:

Studio.....347
1-Bedroom.....421
2-Bedrooms.....495
3-Bedrooms.....619
4-Bedrooms.....693
5-Bedrooms.....797

3. The rent ceilings will apply to all those living in San Francisco Housing Authority conventional housing units, including those residents who are currently employed.

4. Eligible resident families will pay no more than the established ceiling rent irrespective of family income. The family may benefit from a rent ceiling for a period of 60 months cumulative, not consecutive. At the end of the sixty months of eligibility, the rent will again be set to 30% of a family's gross income.

5. If a member of a resident family is currently employed, and the family is currently paying rent greater than the established rent ceiling, the rent will be adjusted to conform with the ceiling rent policy.

IV. ADMISSION PROCEDURES AND ASSIGNMENT POLICIES

A. Verification of information

1. As units become available for occupancy and an applicant moves to the top of the waiting list, the applicant will be scheduled for an appointment to determine final eligibility. The applicant will be notified in writing, a minimum of one (1) week in advance of the interview.

2. All information relevant to eligibility, income, asset, rent and preference rating will be verified. Findings will be documented and recorded in the file. Such documentation may include, but is not limited to, reports from interviews, letters, telephone conversations with reliable sources, etc. At a minimum, such reports shall indicate the date, the source of information including the name and title of the individual contacted and a summary of information received.

3. Applicants determined eligible shall be assigned his/her appropriate place on a City-wide basis. The sequence will be based on the preferences and priorities set forth below.

B. Admission priorities

1. Specific applicant preference procedures, definitions and requirements not covered in this policy shall follow the HUD regulations found at 24 CFR Part 960, as amended.

2. Priority for admission as set by federal preferences shall be granted to an applicant whose circumstances meet any one of the following definitions in the order listed:

a. INVOLUNTARY DISPLACEMENT: An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

(1) Natural disaster: A disaster such as a fire, flood or earthquake results in the applicant's unit becoming uninhabitable.

(2) Domestic violence: An applicant has vacated because of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, or still lives in housing with an individual who engages in such violence.

(3) Government action: An action of a government agency related to code enforcement or public improvement or development program.

(4) Housing owner action: An action by a housing owner which

displaces an applicant from their unit, where the reason for the owner's action was beyond the applicant's ability to control or prevent, despite the applicant having met all previously imposed conditions of occupancy, and the action is other than a rent increase.

(5) Displacement to avoid reprisals: When an applicant or a member of the family has provided information on criminal activities to a law enforcement agency, and based on a threat assessment by the agency, it is recommended that the family be moved to avoid reprisals.

(6) Displacement by hate crimes: Actual or threatened violence or intimidation against the applicant or a member of their family, or their property, based on their race, ethnicity, color, religion, sex, sexual preference, national origin, disability, or other physical or cultural characteristic, which has either forced the applicant to vacate their housing unit, or has destroyed the peaceful enjoyment of the applicant's unit.

(7) Displacement by inaccessibility: When the applicant or a member of their family has a mobility or other impairment which makes the person unable to use critical elements of their housing unit, and the legal owner is under no legal obligation to make the unit accessible.

(8) Displacement because of HUD disposition of multifamily housing: An action by HUD to dispose of multifamily housing under section 203 of the Housing and Community Development Amendments of 1978.

b. SUBSTANDARD HOUSING:

(1) Homeless: An applicant who is a "homeless family" shall be considered to be living in substandard housing if the individual or family:

(a) Lacks a fixed, regular, and nighttime residence, and

(b) Has a primary nighttime residence that is:

(I) A supervised publicly or privately operated shelter designed to provide temporary living accommodations, (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

(ii) An institution that provides a temporary residence for individuals intended to be institutionalized; or

(iii) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

(c) A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law.

(2) Non-Homeless: A non-homeless family is living in substandard housing if their present unit meets any of the following criteria:

(a) It is "dilapidated," that is, if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may have resulted from the original construction, or from continued neglect or lack of repair, or from serious damage to the structure.

(b) It does not have operable indoor plumbing;

(c) It does not have a usable flush toilet for the exclusive use of the family;

(d) It does not have a usable bathtub or shower inside the unit for the exclusive use of the family;

(e) It does not have electricity, or has inadequate or unsafe electrical service;

(f) It does not have a safe or adequate source of heat;

(g) It should, but does not, have a kitchen; or

(h) It has been declared unfit for habitation by a government agency.

c. PAYING MORE THAN 50% OF INCOME FOR HOUSING:

(1) An applicant shall qualify for this federal preference if the family is paying more than 50 percent of the total family income for rent, including payments

for utilities.

(2) An applicant may not qualify for a preference under this section if the applicant has paid more than 50 percent of family income to rent a unit for less than 90 days, or is occupying this unit because his or her housing assistance under the public housing, section 8 program, or any program under section 101 of the Housing and Urban Development Act of 1965 or section 236(f)(2) of the National Housing Act, has been terminated as a result of the applicant's refusal to comply with applicable program policies and procedures with respect to the occupancy of under-occupied and overcrowded units.

3. In addition to Federal Preferences, the Authority will give priority to applicants who qualify for local preferences established by the Authority. Applicant may qualify for both local and federal preferences. The Authority may house applicants without federal preference using local preferences ahead of federal preference applicants so long as the number of applicants so assisted does not exceed 50% of all families newly admitted to the Authority's housing in any one year period.

The local preferences established by the Authority are:

a. EMERGENCY SITUATIONS: An applicant with or without federal preference may be given preference for housing before other applicants based on emergency housing needs. Such an applicant must provide credible evidence of a life-threatening situation facing the applicant or a member of his or her proposed household. Such situations may include, but are not limited to, the following: life-threatening medical conditions in which the person's condition is substantially aggravated by present housing or lack of housing. An applicant considered to have emergency status will be referred to the first available unit of a size appropriate for the family. In the event that the first available unit is rejected, the applicant will lose his or her emergency status and be placed in the appropriate preference category. The emergency situation will be verified by the Executive Office and approved by the Executive Director and/or his/her designee.

b. VETERAN'S PREFERENCE: Within each category of federal preference and no federal preference, families of veterans and current members of the United States armed forces will be given priority for housing.

c. RESIDENCY STATUS: Families that live in San Francisco, or whose head of household or spouse of head of household works in San Francisco or has been notified that he/she has been hired to work in San Francisco will be given priority for housing. The length of time the family has lived or worked in the

jurisdiction will not be considered.

4. POINT ALLOCATION: A point allocation system will be assigned as follows with applicants self-certifying in any one or more categories. Points are determined by a cumulative total of any or all of the categories :

a. FEDERAL PREFERENCE

(1) INVOLUNTARILY DISPLACED	60
(a) NATURAL DISASTER	40
(b) DOMESTIC VIOLENCE	30
(c) GOVERNMENTAL ACT	20
(d) OWNER ACTION	10
(e) AVOIDANCE OF REPRISALS	50
(f) HATE CRIMES VICTIM	30
(g) INACCESSIBILITY	30
(h) LOSS OF MULTIFAMILY HOUSING	10
(2) SUBSTANDARD	40
(a) HOMELESS	20
(b) NON-HOMELESS	10
(3) PAYING MORE THAN 50%	30

b. ADDITIONAL ALLOCATION: Within each category of preference, emergency, residency and veteran status will be given additional points as follows:

(1) EMERGENCY	200
(2) VETERAN STATUS	10
(3) RESIDENCY STATUS	1

5. Denial of preference: Except under mitigating or extenuating circumstances, no applicant will be given any type of preference for housing if the applicant or any member of the family has been evicted for drug-related criminal activity from assisted housing under a 1937 Housing Act program during the past three years.

6. VERIFICATION PROCEDURES: According to the Federal Program Regulations (24 CFR Part 960) the Authority's resident selection system is designed to comply with federal requirements and to ensure that limited housing assistance is directed toward those applicants with the greatest need. All applicants will be allowed to qualify for a preference by claiming it on the initial application. However, third-party verification of the claimed preference will be required before an applicant is actually selected for housing. If such verification cannot be provided, or if a change in the applicant's circumstances has occurred resulting in a loss or gain of a preference, the applicant will return to the waiting list in the new appropriate priority according to their original date and time of application.

C. Bedroom occupancy standards

1. Families shall be assigned a dwelling consisting of the number of rooms necessary (but not greater than necessary) to provide decent, safe and sanitary housing without overcrowding.

2. The following standards will govern the number of bedrooms required to accommodate a family of given size and composition. Exceptions to these standards may be made in writing at the discretion of the Executive Director, or his/her designee.

Number of Bedrooms:	0	1	2	3	4	5	6
Minimum Family Size:	1	1	2	3	6	8	10
Maximum Family Size:	1	2	4	6	8	10	12

3. Formal approval must be obtained from the Authority and a written rider to the lease must be entered for adding any new member(s) to the household.

4. A student (other than the head of household or spouse) who is away attending school eight months or more out of a twelve (12) calendar month period shall not be counted as a family member for occupancy, income or rent determination purpose.

5. If both parents reside in the household, a child living in the household will be assigned a separate bedroom.

6. For young children, if the sex of the parent and the child is different, the child three (3) years of age or older shall be assigned a separate bedroom from the parent. A child under three (3) and the same sex as the parent may share the bedroom at the discretion of the Authority.

7. Single individuals, with no other children, who are pregnant or in the process of securing legal custody of any individual under the age of 18 years, constitute a family under Section 3(a) of the United States Housing Act off 1937 and are not subject to the limitations on admission of single persons contained in Section 3(b)(3) of that Act. In establishing appropriate bedroom standards, the San Francisco Housing Authority must consider the size of the household with the unborn child included.

8. Where there are serious and verified health problems, there shall be a separate bedroom assignment regardless of sex or age.

9. The living room will not be counted or used for sleeping purposes, except in the case of studio apartments.

D. Offering a unit

The plan for admission of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, religion, sex, creed national origin or sexual preference is as follows:

1. In accordance with 24 CFR 1.4 (b) (2) (iii), HUD will exercise its authority to prescribe and promulgate plans, exceptions, procedures and requirements for the assignment and reassignment of eligible applicants and residents in order to effectuate and ensure compliance with the objectives of Title VI of the Civil Rights Act of 1964.

a. When an applicant on the waiting list is next in sequence to receive an offer of housing, he/she will be offered the first vacant unit of appropriate size.

b. The applicant must accept or reject the unit(s) within 24 hours from the time of showing of an available unit.

c. If an applicant rejects all offers without good cause, his/her name will be removed from the waiting list. Such applicant, should he/she reapply, may be eligible for placement on the waiting list after a period of one (1) year from the date of the rejection of the offer (s) and will receive the preferences he/she

is entitled to at that time. The applicant can only reapply if the waiting list is open for applications.

2. In accordance with Section 504 of the Rehabilitation Act of 1973 the Authority shall adopt suitable means to assure that information regarding the availability of safe and accessible units reaches eligible individuals with handicaps and will utilize such units by eligible individuals whose disability requires the accessibility features of the particular unit. When a safe and accessible unit becomes vacant, before offering the unit to a non-handicapped applicant the Authority shall offer such unit:

a. First, to a current occupant of another unit of the same development, or comparable developments under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features. If no such occupants exists, then

b. Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

3. If an accessible unit is offered to an applicant not needing accessibility features of the unit, the Authority reserves the right to require the applicant to move to a non-accessible unit when available.

E. Security deposit policy

1. It is the desire of this Authority to establish a security deposit policy which encourages the families to take better care of their units, to reduce Authority expenditures for renovation of units, to reduce the number of residents vacating without notice, to reduce accounts receivable for residents who leave owing unpaid balances, and to reduce the collection and collection agency fees for vacated residents.

2. For this reason, the amount of Security Deposit owed by the family shall be the greater of one month's gross rent, or $100.00. The full amount for security deposit shall be due and payable at admission. In situations of financial hardship, the resident and the Authority may is paid in full.

3. An additional security deposit of $100.00 shall be required for any resident who owns or acquires a cat or dog pursuant to the Authority pet policy. This portion of the security deposit shall be returned to the resident upon the

termination of residency, or satisfactory proof that the resident no longer has a cat or dog in their unit, according to the policies covering return of security deposit.

4. The Authority shall be under no obligation to maintain any security deposit in segregated accounts apart from its general rent collection account, and is not obliged to pay interest on such deposits.

5. The security deposit shall not be used for rent or any other fee or moneys owed by the resident to the Authority while the resident remains in public housing.

6. The security deposit shall be returned to the resident within 3 weeks after all occupants of the resident's unit have vacated, less legitimate charges or deductions. A statement of charges or deductions will be provided to the resident along with remainder of the security deposit.

7. No waiver of this policy is permitted without the review and written approval of the Executive Director, or his/her appointed designee.

F. Resident charges

1. Along with resident rent, the Authority may also impose other charges as permitted by law. Common among them are maintenance charges for damages caused by the family or its guest, late payment charges, excess utility usage charges, legal charges and others as may be deemed necessary.

2. Failure of the family to pay any of the charges, when due and payable, shall be a basis for eviction under the Dwelling Lease consistent with the lease termination provisions of 24 CFR, Parts 966.4 and 942.27.

3. Prior to implementing any new charges, the Authority shall give adequate administrative and legal notice as may be required by law.

G. Pet policy

1. Section 227 of the Housing and Urban-Rural Recovery Act of 1983 provides for the ownership of pets in federally-assisted rental housing occupied by the elderly and handicapped. Section 19901 of the California Health and Safety Code provides that, "Notwithstanding any other provision of law, no public agency which owns and operates rental housing accommodations, shall prohibit the keeping of not more than two pets by the elderly in such rental housing accommodations." Elderly as defined by state law means any person over the age of sixty (60). Accordingly, it is the Policy of the Authority to

allow pets under the circumstances provided below.

2. Elderly residents over the age of sixty (60) years, or disabled residents requiring supportive services as defined in California Health and Safety Code section 50685.5, living in either disabled housing or in a family housing development may have no more than two pets per household, including dogs, under the following conditions:

    a. All dogs and cats must be registered with the Property Manager, as set forth below, and properly controlled.

    b. No resident shall have a dog of a breed known as a Pit Bull, Rottweiler, German Shepherd, or Doberman Pinscher, nor any mixed breed thereof, unless it is specifically trained and currently used as a seeing eye, hearing or service dog.

    c. A dog which has been specially trained and is currently used to assist a blind, deaf or physically handicapped person may be kept so long as the physically handicapped owner lives in the unit, is on the lease, and needs the animal's assistance. Documentation of the dog's training or certification for that purpose may be required.

3. No resident in a family housing development may own, house, feed or otherwise permit any dog in or around their unit unless the dog's owner and primary caretaker is on the lease for the unit and is a person over the age of 60 years, or a "person requiring supportive services" as defined in California Health and Safety Code section 50685.5, covering persons with serious permanent disabilities who are participating in a program of rehabilitation, education, or social services. A maximum of two pets per household are allowed.

4. All dogs outside a unit shall be on a leash not longer than 6 feet and shall be supervised by an adult at all times.

5. Any pet not permitted by this policy shall be permanently removed from SFHA property within 30 days during which time any such animal may be surrendered to an animal shelter or otherwise permanently removed from SFHA property. A receipt from an animal shelter verifying that the dog has been turned in may be required. Any dog found to be in violation of the Pet Policy may be removed in dog sweeps conducted in cooperation with the San Francisco Department of Animal Care and Control and the San Francisco Police Department.

6. A resident violating this policy may be subject to fine and/or required to pay the costs of removal of the dog, and may be subject to eviction.

7. Family housing development residents not qualifying for dog ownership may have no more than two pets per household, including cats, hamsters, aquariums, or birds, provided that all cats must be registered with the Property Manager, as set forth below. The resident shall assure the Authority that animals are spayed or neutered and vaccinated, to the extent possible.

8. All residents with pets shall clean up after their animals.

9. No animal shall be tied to any tree, railing, post, car, nor any other stationary object at any time.

10. No animal shall be used or permitted to fight with any other animal, nor to attack or bite any human being.

11. No SFHA resident shall own, house, or feed any poisonous or wild animal, rooster, or other farm-type animal.

12. A resident shall register his/her dog or cat by notifying the Property Manager at the housing development. The resident shall provide documentation of a pet license, appropriate vaccinations, spaying or neutering. The resident shall pay a pet deposit in the amount of $100.00 for a dog and $100.00 for a cat.

13. SFHA staff may require the surrender to an appropriate authority of any animal in any case in which the animal's behavior or its improper care, supervision, or control creates a nuisance or hazard to the health or safety of other residents, SFHA staff, or the general public, regardless of whether the resident is otherwise permitted by law or this Policy to have pets.

14. The pet policy shall be posted on SFHA property, distributed to all residents, and incorporated into the SFHA dwelling lease.

H. Unit inspection

1. Before a family is admitted into a unit, the Authority and the family (or its representative) shall physically inspect the unit. This is to assure the unit meets minimum habitability requirements, pursuant to state law, and to jointly establish the initial physical condition of the unit. The Authority will furnish the family with a written statement of the condition of the premises and the equipment provided with the unit. The statement shall be signed by the Authority and the family and a copy of the statement will be kept by the

SFHA in the resident folder.

2. Subsequent damages, except for normal wear-and-tear or a verifiable act of God, will be deemed to be caused by the family or its guest(s). The family will be charged for the damages at the established rates, which may be updated from time to time. The charge rates may be changed or otherwise updated, from time to time. Failure to pay such charges, when due and payable, will be a basis for eviction under the Lease consistent with the lease termination provisions of 24 CFR, Parts 966.4 and 942.27.

3. Each year, the Authority shall schedule and perform a physical inspection of each dwelling unit. The purpose is to assess its physical condition and to perform preventive maintenance work, as warranted. Such repairs made on a timely basis will alleviate more extensive work necessitated by deferred maintenance. Damages found during the inspection which were caused by negligent actions of the family or its guest(s) shall be charged to the family based on the latest Resident Maintenance Charge List. No charge shall be made if the repair was precipitated by:

   a. Normal wear-and-tear, or

   b. A verifiable act of God.

4. When the family vacates the unit, an inspection will be made by the SFHA to determine its condition. The family shall be furnished a statement of any such charges pursuant to the terms of the Dwelling Lease. The family may participate in the move-out inspection. Damages caused by the family will be charged to its account.

I. Lease agreement

1. Dwelling Lease shall be implemented for each resident as follows:

   a. At admission of new residents,

   b. At the next regularly scheduled or unscheduled interim re-examination of income for present residents,

   c. At the time for transfer for any resident moving from one dwelling unit in a development to any other dwelling unit in a development.

2. The Dwelling Lease shall be signed and dated by the head and spouse, regardless of age, by each family member eighteen (18) years of age or older and by an Authority. Before any new, proposed family member may reside in the assisted dwelling, the family must receive approval from the Authority. If approved, the Authority shall:

    a. Perform an interim re-examination of resident rent, and

    b. Prepare a written rider to the Lease adding the new family member. The rider shall be signed and dated by all of the above parties plus the new family member, if he/she is eighteen (18) years of age or older.

3. The Dwelling Lease shall conform to all applicable federal and state requirements and shall be binding on both parties until modified by appropriate action.

V. MISCELLANEOUS

A. Continued occupancy and re-examination

1. A resident family in continued occupancy shall be required to meet all applicable federal and sate laws to remain in the unit. All terms (including paying the monthly rent on time) of the Dwelling Lease shall be strictly enforced. A serious or repeated violation of any material Lease term or other good cause shall be a basis for eviction.

2. The applicable laws governing the continued occupancy of an active family include, but are not limited to:

a. Providing information, as needed, to complete the periodic annual re-examination. The family shall be required to furnish such information and certification regarding family composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility and the appropriateness of the dwelling size. The new resident rent shall be effective on the family's anniversary date.

3. If the family circumstances (income, asset or family composition) change between regularly scheduled re-examinations, it shall notify the SFHA within ten (10) days of the action. The Authority shall perform an interim re-examination and make the adjustments determined to be appropriate. All changes in the family's income or other circumstances that result in adjustment in the total resident payment or resident rent shall be verified and documented. The change in resident rent shall take effect the month after notification to the Authority.

4. If, at the time of admission or re-examination, the Authority can satisfy itself that a family is clearly low-income, but cannot make a determination of income for rent purposes with a sufficient degree of accuracy, it shall schedule a special re-examination and have the family return within sixty (60) days. Such special re-examinations shall continue until such time the family's annual income can be reasonably estimated.

B. Rent collections policy

1. Rent Payment

Rent is due the first day of each month, but not later than the 10th of each month. Payment may be made by personal check, money order or cashier's check. Cash payments will not be accepted. Personal checks are not accepted for

rent that is delinquent. In the event a resident disagrees with the Authority's calculation of rent and/or delinquent balances, the resident has a right to an informal conference with the Property Manager or the District Manager.

a. MIS mails rent statements to the residents four (4) days before the last day of each month.

b. Residents have the options of paying their monthly rent as follows:

(1) Mail payment to the Bank of America in an envelope enclosed with the monthly rent statement. Payment may be made by check, money order or cashier's check.

(2) Walk-in and make payment in person at the property/district office. Payment may be made by personal check, money order or cashier's check.

c. Payments made at the property/district office are processed as follows:

(1) A rent statement is date stamped and initialed. Return one portion to the resident. The other portion is sent to the bank attached to the check or money order.

(2) If a rent statement is not submitted with payment, a computer generated counter receipt is given to the resident.

(3) Prepare transmittal and record rental payments.

(4) Two copies of the transmittal and the rent payment are placed in the bank bag.

(5) The banks' courier picks up the bank bag daily by 2:00 P.M. for delivery to the bank.

(6) Bank returns transmittals and the magnetic tape.

2. Delinquent Rent

Rent is delinquent when payment is not received by the Authority by the 10th of the

month and in accordance with the the lease provisions. Personal checks will not be accepted when rent is more than one month delinquent.

a. All rent and related charges and payments must be posted to the resident's account by the 10th day of the month or a 14 day notice is generated.

b. MIS generates the 14 day letter. Also, MIS generates the 14 day Notice Report and the report is sent to the Property Manager with a copy to the District Managers.

c.The Property Manager reviews the Report to verify accuracy of the data.

d.Within two (2) days of receipt of the 14 day Report, adjustment slips must be forwarded to the Finance Department for any necessary account adjustments.

3. Special Modified Payment Agreement

Residents that are three (3) months or less delinquent and are AFDC recipients, who have not been processed to the Legal Complaint Stage, may go on Special Modified Payments Agreement. The Department of Social Services will deduct the required amount from the resident's monthly grant until the delinquent balance is paid in full.

a. The Property Manager makes arrangements for the resident to enter the Agreement.

b. The resident is not required to make a down payment.

c. Within two (2) days of the execution of the Agreement, Finance Department must receive a copy of the Agreement.

4. Administrative Agreements

Residents who owe not more than two (2) months rent may enter into an Administrative Agreement for a term not to exceed three (3) months. Also, Administrative Agreements may be entered into for charges other than rent.

a. Residents sign an Administrative Agreement Form.

b. Terms of the Agreement should not exceed 90 days.

c. Monthly payment should be rent plus half a month's rent, unless approved by District Managers.

d. Within two (2) days of the execution of the Agreement. Finance Department must receive a copy of the Agreement.

4. Residents who owe more than three (3) months rent and have been processed by the Legal Department may enter into a Stipulated Judgment/Special Modified Payment Agreement.

a. The residents are required to pay half of the total balance of their account.

b. The residents are also required to sign a Modified Payment Form for increased modified payment.

c. The Department of Social Services deducts monthly to equal a month's rent plus half a month's rent until the balance is paid in full.

d.Within two (2) days of the execution of the Agreement, Finance Department must be provided with a copy.

5. Stipulated Judgements

Residents who owe more than three (3) months rent and have been processed by the Legal Department may enter into a Stipulated Judgement which is filed in SF Municipal Court to pay their delinquent balances. The filing fee is $83.00 per person. A waiver can be applied for if residents meet S.F. Municipal Court requirements.

a. The Stipulated Judgement may be made with the Authority's attorney with the concurrence of the Property Manager.

b. The resident must pay fifty (50) percent of the total delinquent balance.

c. The monthly payment cannot be less than one and half (1 1\2) month's rent, unless written approval by District Manager.

d.Within two (2) days of the execution of the

Stipulation and the payment, Finance Department must receive a copy.

6. Tenant Accounts Receivable Reconciliation

Reconcile TAR credit transactions with bank deposits on a daily basis.

a. Stop all access to the TAR module by 5:00 P.M. daily.

b. Load the tape from Bank of America into the TAR module.

c. Print the daily detail of TARS activity by transaction type (Report TAR160).

d. Print the TAR705 report and reconcile TAR CR transactions with the bank
deposits.

e. Interface the TARS module with the G/L.

f. Print the unposted JVs report and review journal entries for accuracy.

g. Post daily JVs summary forms by transactions type.

h. Print the posted JVs report by transaction type and trace all summary postings from the G/L to the TAR module (TAR160 report).

i. Research and correct any discrepancies.

7. Final Statement of Accounts

Each vacating resident (including transfers) shall be given an itemized final statement of his account detailing vacate charges, cancellation of unearned rent, security deposit credit and such other detail as may be required to explain the accounts.

Accounts with debit balances shall be referred immediately to the Finance department. Credit balances shall be refunded promptly. Refunds to vacated residents shall be made to the head of the family, i.e., the responsible member of the family who signed the lease; except, in the event the security deposit is paid by a recognized social welfare or civic agency and certification to that

effect is on file, the refund up to an amount equivalent to the amount of the deposit may be made to the agency.

The amount of the refund check shall be determined by the amount of the unearned rent plus the security deposits less any outstanding balance, including all final vacate charges. Unearned rent credits shall be applied against the resident's account prior to the use of any portion of the security deposit.

a. The management office shall inform the resident at the time the vacate notice is submitted that the refund, if due, will be by check and mailed to the indicated forwarding address.

b. The Finance Department shall post and clear the account upon receipt of the vacate summary. Adjustment Memo and the original copy of the Apartment Inventory and Inspection Record, SHA-31.

c. After clearance of the account, the Finance Department shall prepare a Final Statement of account (Exhibit 2) and distribute as follow:

(1) If a credit balance, copy to Accounts Payable Clerk added with a copy of the Vacate Report Form.

(2) If a debit balance, send forms in 3 a. to the vacated account.

(3) Send a copy to the management office for filing in residents' folder. When the vacate is connected with transfer to another SFHA community, this copy goes to the office.

(4) Fourth copy filed with daily transactions in DPD.

d. For accounts with credit balance, the refund desk of Finance and Accounts Division shall be responsible for:

(1) Issuing refund check to vacated residents with original copy of closing statement.

(2) Filing second copy with check vouchers.

e. If the management office notifies the Data Processing

Department that Security Deposit and/or rent credit is to be refunded to a welfare or other agency, the closing statement shall indicate the agency and the amount of refund.

f. If the refund is to be divided between a welfare and other agency and the resident, the Data Processing Department shall prepare a closing statement for each and route to refund desk for payment.

g. For accounts with debit balances, the vacated accounts desk of F&A shall:

(1) Mail Closing Statement original with copy of the SHA-31 to the resident at his forwarding or last known address.

(2) File copy of the Closing Statement with the SHA-101 received separately from the manager. (See A13.2-1).

8. Adjustment for rents and related charges/credits more than $500.00 must be approved by the Assistant Director of Housing Management.

a. Adjustments must be posted daily.

b. All adjustments and supporting documentation must be submitted to the District Office by no later than the 20th of every month. If the 20th falls on a weekend or holiday, the adjustment must be submitted the next work day.

c. All approved adjustments, the TAR Adjustment Log, and the adjustment slips must be submitted to the Finance Department on or before the 22nd of every month or the following working day if the 22nd falls on a weekend or a holiday.

d. Adjustments not submitted by the above schedule, will not be processed until the following month.

e. Adjustments to Tenant Accounts Receivables (TARs) balances are initiated at the property office. The adjustment slip and supporting documentation are submitted to the District Manager.

f. The District Manager reviews, approves and signs all adjustment slips less than $500.00 and assigns a tracking number.

g. A tracking number, composed of the district number and a four digit numerical code is assigned to approved adjustment slips. (Example: D10004, adjustment #4 for District 1)If the District Manager rejects an adjustment, the initiating office must be notified in writing as to the reason for the rejection.

h. Approved adjustment slips less than $500.00 are logged sequentially and forwarded to the Finance Department, attention Tenant Accounts Accountant.Adjustment slips greater that $500.00 are reviewed and initialed by the District Manager and forwarded to the Assistant Director of Housing Management for approval.

i. Adjustment slips greater than $500.00 are logged separately and forwarded to the Assistant Director of Housing Management for review and approval. Supporting documentation must be forwarded with the request for approval.

9. Daily Rent Payment Processing

Rent Payment and related changes are mailed to the Bank of America. In addition, all residents may walk in and pay rent at the Property or District Offices.

a. MIS prints and mails monthly rent statements to the tenant.

b. Resident mails rent to the bank or go to the Property or District offices to pay in person.

c. Residents may pay by personal check, cashier's check or money order. A copy of the rent statement is submitted with the payment.

d. The statement is date stamped and initialed and a copy is returned to the resident.

(1) If a rent statement is not submitted, a computer generated receipt is given to the resident.

e. Manager or clerk prepares transmittal and reconciles the daily payments.

f. A copy of the transmittal and the rent payments are placed in a money bag.

g. Bank's Courier picks up the money bag by 2:00 P.M. daily and delivers it to the Bank.

h. The Bank processes the payments, assigns a BATCH NUMBER for the daily deposits and creates a magnetic tape.

(1) The bank delivers the magnetic tape to MIS. The deposit slips with the BATCH NUMBERS and the transmittals are delivered to the Finance Department.

(2) MIS loads the tape into the CCS System.

i. Finance checks with MIS to verify that the magnetic tape received from the Bank has been loaded.

j. Print the TAR 710, Lock Box and Direct Payment Cash Receipts Posting Register.

k. Reconcile the Bank's Batch Transmittal to the TAR 710. If discrepancies are noted, the following steps must be taken:

(1) Print the UDROO153, Bank Tape Edit Summary Report.

(2) Using the UDROO153, match the Bank Batch NUMBER on this report with the bank batch NUMBER on the TAR 710.

(3) Identify and correct the errors (make the correction manually on the printed copy of the TAR 710).

l. Correcting Errors:

(1) Go back to the Main Menu.

(2) Select the Cash Receipt Option.

(3) Enters the corrected data (corrections that were made in 11 (c) above) into CCS System.

m. Posting Verification Procedures:

(1) Finance update account(s).

(2) Finance again ensures the batch balances.

(3) Finance sends a copy of the transmittal(s) (yellow copy) back to property office for their records. Finance keeps the white copy with bank batches attached for their records.

10. Returned Checks

Checks returned from the bank shall be processed by the Finance Department and forwarded to the appropriate manager for collection. After one (1) returned check has been received (for insufficient funds, stop payment and/or account closed) from a resident, no further checks shall be accepted. This does not include checks on which errors have been made in preparation.

The privilege of paying by personal check shall again be allowed after one year, but shall be withdrawn again if one check is returned.

a. Upon receipt of a returned check from the bank, Finance makes 4 copies of the returned checks.*

*SEND TO:1. Original to resident 3. Copy to Bank Reconciliation Accountant
2. Copy to manager 4. Copy remains in Finance

b. Debit the residents account with the amount of the check.

c. Send a letter to the resident

d. A copy of the letter and a copy of the adjustment slip is forwarded to the District Manager.

11. Month End Tars Reconciliation Procedures

On the month end cutoff date, perform the following procedures:

a. At the end of SFHA's business day (approximately 4:30) have MIS lock all CCS system users out of the Tenant Accounting (TA) module.

b. Interface all unposted transactions to the general ledger.

c. Run the tenant ledger report known as LRH58. Make sure the report produced includes both vacated and occupied units (a consolidated report run). (If a separate listing of vacated and occupied accounts is required, run those report sorts after running the consolidated LRH58).

d. Run a copy of report GLR710.

e. Compare project by project totals in the LRH58 report created in step 3 with project by totals listed in the GLR710 report under Fund 100, Account 112200 (TARS) and Account 211400 (security deposit liability). Investigate and resolve any differences.

f. File and save hard copy reports created above. Have MIS back up the system to preserve month end data.

g. Allow users to log back into the CCS TA module.

C. Transfer policies and procedures

1. Families may be transferred at the discretion of the Authority with due cause. Reasons include, but are not limited to, documented cases of the following: medical emergencies, life-threatening situations, over housing, under housing, rehabilitation projects, natural disasters, and an able bodied family occupying an accessible unit needed by a disabled applicant/family. If the family is obligated to transfer according to the SFHA's policies and/or dwelling lease regulations and refuses, he/she will be evicted under the dwelling lease pursuant to state law and advised of their right to a grievance proceeding.

2. Transfer of a family from one unit to another may be approved when:

   a. The family is eligible for continued occupancy.

   b. The family is current on payment of rent and/or other

c. Prior to the transfer, the family will sign a statement of responsibility for damages incurred before exiting the property.

d. One or more of the following conditions exists and is substantiated with verification:

(1) The dwelling unit has been damaged by fire, flood, or other cause (s) to such a degree that the unit is not habitable and has such extensive damage that temporary relocation is not cost effective for the SFHA.

(2) The family has an emergency medical and/or disability need (including accessibility) that cannot be accommodated in the current dwelling unit because:

(a) The Medical/Disability condition is likely to be of such duration that a temporary transfer is not cost effective and

(b) The current dwelling unit cannot be modified either temporarily or permanently in order to accommodate the needs of the family and

(c) The SFHA has another dwelling unit that can accommodate the needs of the family.

This includes foster care families and families participating in a family reunification program who require a larger unit as mandated by the Court. The court order must specifically state that unless the family can accommodate the foster care placement and/or the reunified child with a unit of the appropriate size, the family will lose the foster child and/or reunified child.

(3) An immediate threat to the life of a member of the family exists from one of the following sets of circumstances:

(a) A member of the family is a Victim of Domestic Violence and the perpetrator is legally on the lease. A family in the Domestic Violence category is required to show proof of a temporary restraining order against the perpetrator transitional residency for a minimum period of four (4) weeks at a shelter dealing specifically with victims of domestic violence.

(b)A family member is a witness to a crime as a result of which their relocation has been deemed necessary for their protection by either the District Attorney's Office or the San Francisco Police Department

(c) A family member is the victim of a hate crime which results in battery, assault, or emotional trauma perpetrated at the site of their dwelling unit. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his or her property that is based on the person's race, color, religion, sex, national origin, sexual preference, handicap or familial status.

(4) The dwelling unit size is not appropriate for the family in accordance with bedroom Occupancy Standards.

(5) The dwelling unit is unsuitable because of undue medical hardship [other than that which would qualify under d. (2) above] that is expected to be long standing (more than one year) and which cannot be accommodated in the dwelling unit and the SFHA has units suitable to provide relief for the medical needs of the family.

(6) A compassionate transfer to accommodate a family's need to be close to another family member with a serious medical condition.

Upon approval, the date of approval shall be recorded and the family shall be placed on a transfer waiting list

according to their date of transfer approval and in accordance with 3.below.

3. Transfer Waiting List:

The SFHA shall maintain a city-wide transfer waiting list, and on site property specific waiting lists of families determined to be eligible for a transfer under the Criteria outlined in the Transfer Policies and Procedures (section 2) above. The city wide transfer waiting list includes both priority and non-priority transfers. The on-site property specific waiting lists are maintained by the property Managers at each development and includes families requesting a transfer on- site because they are either, over-housed, underhoused or have accessibility issues. Non priority transfer families are given the opportunity to apply for either on-site transfer or a City wide transfer. Under no circumstance will a family be allowed to be on both on-site and city- wide lists.

The SFHA will select from the transfer list in sufficient numbers to facilitate the timely transfer of families in accordance with their need, and the operational needs of the SFHA for maintaining a manageable workload of dwelling units undergoing rehabilitation for re-occupancy.

One (1) out of every five (5) units, or 20% of all vacancy turnover units shall be used for transfers. The remaining 80% are used for new applicants from the waiting list. If the family, approved for a priority transfer, and assigned to a priority transfer unit, does not accept the unit, the unit is offered to the first person on the standard city-wide waiting list of the appropriate bedroom size. If no family has been identified on the priority transfer list or if the priority transfer list has been exhausted, the vacant unit will be offered automatically to a family on the standard city-wide transfer waiting list.

The Authority may suspend the transfer of non-priority transfers as required for operational needs including the need to accommodate the transfer of families being relocated from developments to accomplish renovation or demolition.

Transfer lists shall be maintained on the basis for each bedroom size.

a. Priority Transfers:

Families approved for transfer due to the reasons listed above

as 2.d(1),(2), or (3) shall be considered as a priority transfer and shall be listed on the transfer list ahead of non-priority transfers. Admission to the priority transfer list requires third party corroboration of the material facts supporting the application. Third party corroboration includes, but is not limited to, police reports and investigation by SFHA staff which includes discussion with the attending police officer (s). The evidence must substantially show that the family is in an immediate life-threatening situation and that an immediate transfer would substantially abate the problem. If the priority is medical, the letter must state that the family's continued residency in their current dwelling will exacerbate a preexisting physical or mental condition into a life-threatening condition and must substantiate such a claim with specific detail. The SFHA will not approve priority transfers if the emergency situation will not be resolved by the transfer.

b. Non Priority Transfers:

Families approved for transfer due to the reasons listed above as 2.d(4), (5) and (6) shall be considered as non-priority transfers and shall be listed on the transfer list below priority transfers.

4. Transfer process:

a. Transfer Initiation:

Transfers may be initiated by the Authority or at the request of the family.

(1) The SFHA may initiate a transfer whenever a family is discovered to be in need of a transfer for any of the reasons outlined above in C.2 or due to the planned renovation of the family's dwelling unit. Except in emergency situations, the SFHA will provide the family with a 30-day notice of the need to transfer. During the annual re exam, the family will be given an automatic 30 days notice if the family is over housed and refuses to move. Families will be offered potential units for transfer as outlined in 4.e. below.

(2) Families of Public Housing may initiate a transfer

request for any of the reasons outlined in 2 by filing out a Standard or Priority Transfer Request Form and submitting the form to their property manager.

b. Transfer Approval:

For all non priority standard and priority transfers, the Property Manager shall review all requests for transfer within two work days in order to determine what, if any, additional documentation must be supplied by the family.

For non priority standard transfers, the family will be given five working days from the date of notification to provide all necessary and supporting documentation to complete the transfer request. Upon completion of receipt of all supporting documentation, the manager will review the request and render a decision within two working days. In rendering a decision, the manager may, but is not required to, make further inquiry to verify the documentation. (The manager may render a decision upon the documentation submitted by the family with no further inquiry).When approving a transfer request, the manager shall determine whether the transfer shall be a priority or non priority standard transfer. Upon approval, the family will be placed on the appropriate transfer waiting list in accordance with 3. above and shall be notified by the manager in writing.

If the request is not approved by the manager, the family will be informed in writing and provided the opportunity to ask that their request for a standard transfer be reviewed by a Transfer Request Hearing Officer designated by the SFHA. Families who have been approved for a non priority standard transfer will also be given the opportunity to ask that their request be reviewed if they believe it should be considered a priority transfer.

For priority transfer consideration, public housing residents wishing to submit a priority transfer must first contact their respective Property Manager. The Property Manager will assist the resident with completing the application and advising the resident appropriately of the needed documentation to complete the request. If the required documentation is complete, the Property Manager will date stamp the application

and transmit the information to the Eligibility Department by fax.

The transmittal from the Property Manager is expected to reach the Eligibility Department within 48 hours. Upon receipt of the priority transfer request, the Eligibility Department will date stamp the request for the review of the Eligibility Manager. The Eligibility Manager will review the request within 24 hours upon receipt of the request. After review of the request the resident will be apprised of either one of the following:

(1.) If the request is approved, every effort will be made to notify the resident by telephone and in writing of the approved request. Within the written approval is specific language which clearly states, Section 8 is not an option if the SFHA has within in public housing inventory available public housing units of the appropriate size to complete the priority transfer request.

(2.) If the requesst is denied, the resident will be notified in writing of the reason the SFHA cannot approve the request at the present time and the specific criteria needed to approve the request.

Either notification of action (1) or action (2) will be sent to the resident within 48 hours. In the event the request cannot be approved, the resident has 15 days to submit the necessary information. If the information is not submitted, the request is withdrawn and the resident cannot reapply for a priority transfer based on the same cause. If the information is submitted for reconsideration, the Eligibility Department will review the additional information within 48 hours and inform the resident of the second disposition of the request. If the request is once again denied, the resident has the right to appeal the decision through the Priority Transfer Review Committee. The appeal must be completed in writing within 10 days from the date of the denial.

The Priority Transfer Committee reviews priority transfer files on an as needed basis and convenes within 21 days from the date the resident receives the Right to Appeal Letter. The Committee consists of SFHA staff and PHTA representatives. After review of the requested transfer, the Priority Transfer Committee will notify the resident of their respective status

within 7 days.

c. Standard Transfer Request Hearing:

A family who has been denied approval of a transfer request.or has been approved for a non-priority transfer when they believe they are entitled to a priority transfer, may request a hearing to review the determination. The family must request a hearing within fifteen (15) working days from the date of the initial determination by the manager.

The Director of Housing Management may serve as or shall designate a hearing Officer to consider any appeals of decisions by managers either to deny a request for a transfer or to classify an approved transfer as a non-priority transfer. Upon receiving a request for a hearing the Hearing Officer shall schedule a hearing at a time that is mutually agreeable within ten (10) working days of the receipt of the request.

The Hearing Officer shall review the file record of the request (including any - related documentation) and the determination made by the manager in preparation for the hearing. The hearing will provide the family the opportunity to provide any information they wish to be considered and will afford the Hearing Officer the opportunity to ask questions and seek clarification from the family. The family will be entitled to representation at the hearing. If the Hearing Officer determines that some additional documentation is needed that is not available scheduled hearing, the Hearing Officer can continue the hearing on a future date that is not more than thirty (30) days.

The Hearing Officer will render a decision within five (5) working days of the hearing. The decision of the Hearing Officer shall be final and not subject to further administrative review.

d. Assignment to Transfer Waiting List:

Upon transfer approval, families will be placed on the City-wide Transfer waiting list or the Site based waiting list in accordance with 3.above.

e. Selection from Transfer Waiting List

Families will be offered the first available and suitable dwelling unit for relocation. Families will not be offered a transfer within the development or close by their present development in cases where the transfer is in response to a life threatening situation such as domestic violence, witness protection, or other potential for violent injury.

In all cases where the transfer was initiated as a family request and the family fails to accept from among the units offered, the family's name will be removed from the waiting list. Families who have requested a transfer and who do not accept an offer for a transfer within this provision may not be processed for a transfer based on the same set of facts and/or circumstances. The SFHA is not responsible for any interim or transitional housing, moving and/or storage costs.

D. Witness Protection Program

1. Purpose of the program

a. The purpose of this program is to assist law enforcement agencies in providing for the safety and security of public housing residents who are formally cooperating with such agencies on criminal investigations or prosecutions. Through this program, the San Francisco Housing Authority will use whatever housing resources are available to relocate cooperating residents to safe housing as quickly as possible.

b. Nothing in this program shall require the San Francisco Housing Authority to transfer or assign a resident in violation of any federal, state, or local law, or in contravention of any policy or regulation of HUD.

2. Definitions

a. Resident: Any person identified as a resident or co-resident on a dwelling lease with the San Francisco Housing Authority, or with any landlord operating within any Section 8 program sponsored by the San Francisco Housing Authority, or any family member or member of the household of such a person, provided that their name also appears on the dwelling lease.

b. Participating law enforcement agency: Ahy law enforcement agency with which the San Francisco Housing Authority has entered into a

Memorandum of Understanding regarding witness protection and relocation. Such agencies may include, but are not limited to, the San Francisco Police Department, the San Francisco District Attorney's office, The Federal Bureau of Investigation, the U.S. Attorney, the U.S. Department of Justice, or the California State Department of Justice.

c. Witness protection program: Any formal program maintained by a participating law enforcement agency requiring application by and acceptance of a person assisting, cooperating with, participating with, or testifying for said agency. If no such formal program currently exists, the participating agency may use any established set of requirements or qualifications agreed to by the San Francisco Housing Authority in lieu of such a program, provided that the requirements or qualifications are included in the Memorandum of Understanding.

d. Agency liaison: Officer or administrator designated by the participating law enforcement agency in the Memorandum of Understanding, or his or her designee, so long as this subsequent designation is in writing, and subject to verification.

e. Authority liaison: The Executive Director, Chief of Staff/Operations, or Director of Conventional Housing for the San Francisco Housing Authority, or his or her designee, so long as this designation is in writing and subject to verification.

f.HUD liaison: Official or administrator designated by HUD to assist with this program.

3. Assignments and Transfers

a. Request for transfer or assignment

(1) A request for transfer or assignment may be made by a participating law enforcement agency to the San Francisco Housing Authority in writing on behalf of any resident of the San Francisco Housing Authority accepted into a witness protection program.

(2) In cases of emergencies, an oral request for transfer or assignment may be made, provided that the request is made directly by the agency liaison to the authority liaison, and is confirmed by written request within 48 hours.

(3) The San Francisco Housing Authority may process a

request for transfer or assignment for a resident who has only provisionally been accepted into a witness protection program, provided that his or her acceptance is effective at the time of transfer or assignment. Under no circumstances will a transfer or assignment under this program be given to a resident who has not been accepted into a witness protection program.

b. Decision on request for transfer or assignment

(1) The San Francisco Housing Authority will have two business days from the time of the initial request for transfer or assignment to verify the resident's status in San Francisco Housing Authority housing, and to confirm the resident's eligibility for transfer or assignment. If no confirmation is transmitted to the participating law enforcement agency within two business days, it will be presumed that the request has been granted.

(2) If the San Francisco Housing Authority determines that the requesting resident is not eligible under the terms of this program and the Memorandum of Understanding, this determination shall be transmitted to the agency liaison in writing.

(3) Any arrears in rent or damage to the unit occupied by the resident shall be settled or provided for by agreement between the participating law enforcement agency, the resident, and the San Francisco Housing Authority prior to transfer or assignment.

(4) Costs and expenses for moving and relocation shall be determined by agreement between the resident, the participating law enforcement agency, and the San Francisco Housing Authority.

c. Selection of public housing alternative

(1) A transfer or assignment approved under this program shall be given the highest priority among waiting list participants.

(2) The San Francisco Housing Authority shall prepare a list of available housing alternatives for the resident, from available housing resources including, but not limited to:

(a) Transfer or assignment to conventional housing within San Francisco housing Authority property.

(b)Transfer or assignment to conventional housing under the jurisdiction of any other Housing Authority.

(c) Section 8 certificates made available for this specific program.

(d) Any certificates or vouchers specifically provided by HUD for this particular program.

(e) Other housing alternatives as may be available to the San Francisco Housing Authority.

(3) The resident shall have a choice of any housing alternative from the list, provided it is immediately available. If this alternative is not immediately available, the resident shall have the option of selecting another alternative, or waiting for the one he or she has selected.

(4) The San Francisco Housing Authority will rely upon the assistance of HUD, through the HUD liaison, to secure the cooperation of other housing authorities and the federal government in providing as full a range of housing alternatives as possible. This shall include, when possible, additional certificates and vouchers from HUD for specific use in this program.

(5) The San Francisco Housing Authority shall also have a special listing of housing alternatives which can be made available on a short-term basis, including motels or hotels, or other housing arranged for on an emergency basis. Expenses and costs for such short-term housing shall be determined by agreement between the resident, the participating law enforcement agency, and the San Francisco Housing Authority.

4. Confidentiality, Administration and Recordkeeping

a. All information regarding transfers or assignments under this program shall be kept strictly confidential by the San Francisco Housing Authority. Records under this program will be kept separate from the general records of the San Francisco Housing Authority to the maximum extent possible.

b. Any disputes or conflicts under this program shall be considered and resolved by the agency liaison, the Authority liaison, and the HUD liaison.

E. Grievance procedures

1. Applicability.

a. This Grievance Procedure is limited to disputes between individual residents and SFHA where SFHA's actions, or failure to act involving the individual resident's lease or SFHA regulations, which adversely affect the individual resident's rights, duties, welfare, or status.

b. Those things not included would be:

(1) Disputes between residents in which SFHA is not involved.

(2) Any changes in policies and/or procedures between groups of residents and SFHA's Board of Commissioners.

(3) Class grievances.

(4) Evictions or termination of leases as a result of a health or safety hazard created by resident which is also a threat to the health or safety of other residents or SFHA employees.

c. For all aspects of the grievance procedure, a handicapped person shall be provided reasonable accommodation.

2. Definitions.

a. Grievance. Any dispute which a resident may have with respect to SFHA action or failure to act in accordance with the individual resident's lease or SFHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

b. Complainant. Any resident whose grievance is presented to SFHA or the Development manager in accordance with the adopted procedures.

c. Elements of Due Process. Any eviction or termination of residency in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the resident of grounds for terminating the residency and for eviction;

(2) Opportunity for the resident to examine all relevant documents, records and regulations of SFHA prior to the hearing for the purpose of preparing a defense;

(3) Right of the resident to be represented by counsel;

(4) Opportunity for the resident to refute the evidence by SFHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;

(5) A decision on the merits.

d. Hearing Officer. A person selected to hear grievances and make a decision.

e. Resident. The adult person (or persons) (other than a live-in aide):

(1) Who resides in the unit, and who executed the lease with the SFHA as lessee of the dwelling unit, or, if no such person now resides in the unit.

(2) Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit.

f. Informal Settlement. Meeting held with complainant and manager in an attempt to resolve the Grievance before going to formal grievance hearing.

g. Summary of Discussion. Result of informal hearing specifying the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and specifying the procedures by which a hearing may be obtained if the complainant is not satisfied.

h. Escrow Account. Money held by a third person or party as a good faith promise until a determination is made on what to do with the money.

i. Waiver. To release a right or claim the complainant may have to contest the SFHA's disposition of his/her grievance.

j. Trial De Novo. The right to a new trial.

3. Responsibilities for a resident requesting a hearing.

a. Before a complainant can request a hearing by a Hearing Officer, the grievance must be submitted for informal settlement. As a condition precedentto a formal hearing, all grievances shall be personally presented either orally or in writing for informal settlement t o the SFHA office or to the office of the project in which the complainant resides, so that the grievance may be discussed informally and settled without a hearing. However, if the complainant shall show good cause why he/she failed to proceed in accordance with the foregoing to the hearing panel, the provisions of this section may be waived by the Hearing Officer.

b. Section 3.a., however, does not apply to a complainant contesting the decision of the emergency transfer review panel an appeal to that panel satisfies the informal settlement requirement.

4. Informal settlement of grievance.

Except as stated in Section 3.a., above, relating to emergency transfer grievances, any grievance must be personally presented within ninety (90) days after the grievable event, either orally or in writing, to the SFHA office or to the office of the project in which complainant resides so that the grievance may be discussed informally within fifteen (15) days following receipt of the grievance without a hearing. Grievances relating to emergency transfers must comply with the rules relating to emergency transfers, i.e.. a grievant must first receive a decision from the emergency transfer review panel before he/she can file a complaint or a formal grievance. Grievances relating to a notice to quit must be presented within the period set forth on the notice to quit.

a. Summary of the discussion must be prepared by the SFHA within five (5) working days.

b. The Summary of Discussion will specify:

(1) Names of the participants.

(2) Dates of Meeting.

(3) Nature of the proposed disposition of the complaint.

(4) Specific reasons for the proposed disposition of the complaint.

(5) Procedures by which a hearing may be obtained if the complainant is not satisfied.

(6) In bold writing in English and in each of the following languages, that the complainant has fifteen (15) days after receipt to request a Hearing. (Spanish, Chinese, Russian, Cambodian or Vietnamese.)

c. Copies of the Summary of Discussion will be distributed as follows:

(1) One copy will be sent to the complainant by Registered or Certified mail or given personally to complainant and a signed receipt obtained from the complainant.

(2) One copy will be retained in the complainant's resident file at the SFHA management office.

(3) Procedure to obtain a formal hearing.

5.If the complainant is dissatisfied with the final result of the informal hearing, or the emergency transfer review panel, if applicable, he/she must submit a written request for a formal hearing to the SFHA office or to the office of the project in which the complainant resides within fifteen (15) days after receiving the Summary of Discussion or, if applicable, the decision of the emergency transfer review panel, which decision shall advise the resident in boldface type that she has fifteen (15) days after receipt of the decision of the emergency panel to request a hearing. This notice shall be in English and each of the following languages: Spanish, Russian, Chinese, Cambodian or Vietnamese.

a. The written request for a Hearing must specify:

(1) Reason(s) for the grievance.

(2) Action or relief sought.

b. A receipt signed by the complainant, or a return receipt for delivery of Registered or Certified mail, whether or not signed, will be sufficient proof to establish time of delivery for the Summary of Discussion, and/or, if applicable, the decision of the emergency transfer review panel.

6. Failure to request a formal hearing.

If the complainant does not request a Hearing within fifteen (15) days following the date of receipt of the Summary of Discussion or, if applicable, the decision of the emergency transfer review panel, then:

a. SFHA's decision of the grievance as stated in the Summary of Discussion or, if applicable, the decision of the emergency transfer review panel, becomes final and effective as of SFHA's close of business on the fifth (5th) working day.

b. Such failure shall not constitute a waiver by the complainant of his/her right to contest the SFHA's action in disposing of the complaint in an appropriate judicial proceeding.

7.Hearing involving amount of rent.

Before a Hearing can be scheduled in a grievance involving the amount of rent which the SFHA claims is due:

a. The complainant will pay to the SFHA the full amount calculated by the SFHA as the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.

b.The complainant will pay to the SFHA the full amount calculated by the SFHA into an escrow account and shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer.

c. Failure to make these rental payments will result in termination of the grievance process.

d. Failure to make payment shall not constitute a waiver of any right the complainant may have to contest the (SFHA's) disposition of his/her grievance in any appropriate judicial proceeding.

8. Selection of Hearing Officer.

Grievance shall be presented before a hearing officer selected pursuant to these rules.

a. Once every 3 months, the Executive Director, in consultation with the PHTA, or any other recognized public housing resident group,

shall appoint three individuals to serve as grievance hearing officers. Each officer shall be charged individually with conducting hearings in accordance with the rule set forth in this policy and shall have the ability to read and write and follow and understand the procedures of the grievance process.

9. Schedule of hearings.

Following the informal meeting or, if applicable, review by the emergency transfer panel, and upon a request for a Formal Hearing, and when applicable, payment of rent to the SFHA or into an escrow account, then the following will take place:

a. A Hearing will be promptly scheduled by the Hearing Coordinator, an employee of the SFHA who shall be charged with setting hearing dates. The time and place for the hearing will be reasonably convenient to both the complainant and the SFHA.

b. Hearings will be scheduled for the second Friday of each month by the Coordinator. The hearings will be held before one of the three designated Hearing Officers, who shall rotate responsibilities on a monthly basis. The Hearing Officer shall hear all grievances pending at the time of the monthly hearing. Any resident may object, on a one time basis, to the designated Hearing Officer or to the time and place of the hearing generally. However, the objection must be filed and delivered to the Hearing Coordinator at least 24 hours before the hearing is scheduled to commence. Failure to file an objection in compliance with this rule will be considered a waiver of any right to object to the Hearing Officer or time and place of the hearing.

If the resident objects to time and/or place, then the hearing shall take place at the next regularly scheduled hearing date.

If the resident objects to the Hearing Officer, then the matter will be assigned to another Hearing Officer. The Hearing will be scheduled for a time and place reasonably convenient to both the complainant, and SFHA, but under no circumstances later than thirty (30) days from the date the hearing was originally calendared.

c. Written notification will be delivered to the complainant and appropriate SFHA official by Registered or Certified mail, or delivered personally and a signed receipt obtained.

d. The written notification will specify:

(1) Time of Hearing.

(2) Place of Hearing

(3) Procedures governing the Hearing.

e. Receipts signed by the complainant or SFHA official, or return receipts for delivery of Registered or Certified mail, whether signed or not, will be sufficient to establish delivery.

10. Procedure governing hearing.

a. The Hearing shall be held before a Hearing Officer.

b.The complainant and SFHA shall be afforded a fair Hearing providing the basic safeguards of due process which include:

(1) The opportunity upon request to examine before and during the Hearing, and, at the expense of the complainant, to copy all documents, including records and regulations, of the SFHA that are directly relevant to the Hearing;

(2) The right to be represented by counsel or other person chosen as his/her representative;

(3) The right to a private hearing unless the complainant requests a public hearing;

(4) The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the SFHA, and to confront and cross-examine all witnesses upon whose testimony or information SFHA relies; and

(5) A decision based solely and exclusively upon the evidence presented at the hearing.

c. The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

d. At the Hearing, the complainant must first make a showing of an

entitlement to the relief sought, and thereafter SFHA must sustain the burden of justifying the SFHA action or failure to act against which the complaint is directed.

e.The Hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

f.The Hearing Officer shall require the SFHA, the complainant,Counsel and other participants or spectators to conduct themselves in an orderly fashion.

g. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

h. The complainant or SFHA may arrange, in advance and at the expense of the party making such request, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

11. Failure to appear at hearing.

a. Failure of either party or their representative to appear at the Hearing shall enable the Hearing Panel to determine either to postpone the hearing for a period of time not to exceed five (5) business days or that the non-appearing party has waived its right to a hearing.

b.The complainant and the SFHA will both be notified in writing of the determination and/or decision by the Hearing Officer.

c. Failure of the complainant to appear at the Hearing or a determination the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the (SFHA's) disposition of the grievance in an appropriate judicial proceeding.

12. Decisions of the Hearing Officer.

a. The Hearing Officer shall prepare a written decision, together with the reasons, within ten (10) working days after the hearing.

b. A copy of the decision will be sent to the complainant and the SFHA at the same time.

c. The SFHA will retain a copy of the decision in the resident's folder.

d. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the SFHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

e.The decision of the Hearing Officer shall be binding on the SFHA which shall take all actions, or refrain from any actions, necessary to carry out the decision. However, the Board of Commissioners of the SFHA shall have the authority to reverse any decision of the Hearing Officer within a sixty (60) day period of time and shall promptly notify the complainant of its determination, when:

(1) The grievance does not concern an act or failure to act on the part of the SFHA which adversely affects the complainant's lease, or SFHA regulations, rights, duties, welfare, or status.

(2) The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the SFHA.

f. A decision by the Hearing Officer or Board of Commissioners in favor of the SFHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

13. Eviction actions in grievances involving lease terminations.

a. If a resident has requested a hearing on a complaint involving a SFHA notice of termination, and the Hearing Officer upholds the SFHA's action to terminate the residency, the SFHA shall not commence an eviction action in a State or local court until it has served a notice to vacate to the resident.

b. In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the

complainant.

c. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the appropriate authorized period, or on the termination date stated in the notice of termination. whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorneys' fees

F. Evictions

1.The Authority shall not terminate or refuse to renew the Dwelling Lease, other than for serious or repeated violation of material terms of the lease, such as the failure to make payments due under the lease, to fulfill the resident obligations as set forth in the lease, the violation of other provisions of the lease or for other good cause.

2.Habitual lateness in payment of rent shall be considered a violation of a material term of the lease, and grounds for eviction. Habitual lateness is defined as a failure to pay rent on the date it is due three (3) times within any consecutive twelve(12) month period.

3.Every reasonable and diligent administrative effort will be made by the Authority to avoid eviction.Before the Authority may take action to terminate the lease and evict a family for any cause, it shall given adequate administrative notice before pursuing appropriate legal actions. Adequate notice shall be as follows:

a. Fourteen(14) days in the case of failure to pay rent.

b.Three (3) days in the case of a creation or maintenance of a threat to the health or safety of other tenants, Housing Authority employees or the general public.

c. Thirty (30) days in all other cases.

VI. GLOSSARY OF TERMS

Act - The United States Housing Act of 1937.

Adjusted Income - Annual income less $480.00 for each dependent, $400.00 for any elderly or disabled family, medical expenses in excess of three percent (3%) of annual income (elderly families only), child care expenses.

Anniversary Date - The first of the month each year following the original month of admission. On this date, the resident rent resulting from the annual re-examination shall take effect.

Annual Income - The anticipated total income from all sources received by the family head and spouse and by each additional member older than eighteen (18) years of age, including all net income derived from assets, for the twelve (12) month period preceding re-examination of income. Income that is temporary, nonrecurring or sporadic as defined in this section, is excluded. Annual income shall include that portion of the income of the spouse temporarily absent which, in the determination of the Authority, is (or should be) available to meet the family's needs.

Annual Re-examination - The annual re-determination of family income and composition and verification of certain mandated criteria for continued, assisted occupancy.

Applicant - A family who has applied for the SFHA public housing program and for whom a lease has not yet been entered.

Assets - Cash, stocks, bonds, savings, checking, equity in real property, trusts and other forms of capital investment. The value of necessary items of personal property, such as furniture and automobile is not to be considered as an asset.

Available Unit-

a. Vacant units that are ready for occupancy or are sufficiently close to this stage that the Authority considers the unit available for making unit offers; and,
b. Units that have been reported to the Authority's central or administrative office as scheduled to be vacate on a specific dated but have not been vacated.

Child Care Expenses - Amounts anticipated to be paid by the family for the care of children less than thirteen (13) years old which is necessary for the employment or education of a family member. The amount paid shall not exceed the amount of income received by the family member thus released to work or by an amount determined by the Authority to be reasonable when the expense is incurred to permit education.

Citizen - A citizen of the United States.

Current Participant - A family for which an assisted lease was entered into for a lease term.

Dependent - A member of the family household (excluding foster children) other than the family head or spouse who is under eighteen (18) years of age, a disabled person, a handicapped person or is a full-time student.

Disabled Person - A person under a disability as defined in Section 102 of the Disabilities Assistance and Bill of Rights Act, 42 US 6001(7).

Displaced Family - A family displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Elderly Family - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled or handicapped as defined in this section. It may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his or her care and well being.

Elderly Person - A person who is at least sixty-two (62) years of age.

Eligible Alien - An alien who is a resident of the United States and one who meets one of the mandated Federal requirements.

Emergency Applicant -Emergency applicants will be limited to applicants whose dwellings have been subject to natural disaster, severe structural deficiencies/damage, fires or health/safety considerations.

Emergency Transfer Residents - Urgent emergency transfer residents are limited to residents who are required to transfer because of medical or accessibility reasons or who are in a life threatening situation.

Family - A family is (a) two (2) or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, (b) an elderly family as defined in this section, (c) the remaining member of a resident family or (d) a displaced family.

Foster Child Care Payment - Payment to an eligible household by state, local or private agency for the temporary placement and care of a child.

Full-Time Student - A person who is carrying a subject load which is considered full-time for day student under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Good Cause Reason For Rejection Of Transfer Unit Offer - Good cause exists where it can be established by clear evidence that a resident will not be able to move at the time a unit (s) is offered or that accepting the offer would result in undue hardship, unrelated to race, color or national origin, such as making employment, health care, other support services or day care facilities inaccessible, Where adequate public transportation is available, however, rejection of a unit offer due to inaccessibility to employment or other support services shall be carefully assessed and relatively rare.

Handicapped Person - (see Disabled Person) A person having an impairment which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes his ability to live independently, and (c) is of such nature that such disability could be improved by more suitable housing condition consistent with 24 CFR, Section 100.205 of the Fair Housing Act.

Handicapped Assistance Allowance - A deduction to cover the anticipated, unreimbursed expenses for reasonable attendant care and auxiliary apparatus such as wheelchairs and specially-equipped vans for each handicapped member of the family where the attendant care and apparatus are necessary to enable a family member, including the handicapped member, to be employed. Only that unreimbursed portion in excess of three percent (3%) of annual income may be counted.

Head of Household - The family member who is held legally and morally responsible for the family.

HUD - The United States Department of Housing and Urban Development.

Inappropriately Housed Residents - Inappropriately housed residents are families housed in non-conformance with the Occupancy Standards as defined in the HUD approved FHA's Policies Governing Admission and Continued Occupancy.

Interim Re-examination - An unscheduled examination of changes in family annual income or composition prior to the next regularly scheduled annual re-examination.

Lower-Income Family - A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD.

Medical Expense (Elderly Family Only) - For the purpose of income determination, medical expenses include only that portion not covered or reimbursed by insurance in excess of three percent (3%) of annual income. Eligible medical items include medical insurance premiums, dental expenses, transportation expenses directly related to medical treatment, prescription drugs, etc.

Monthly Adjusted Income - One twelfth (1/12) of the Annual Income.

Monthly Income - One twelfth (1/12) of the Annual Income.

Net Family Asset - The value of equity in real property, savings, stocks, bonds and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles shall be excluded. Included at its full fair market value are any properties disposed of at less than fair market value within two (2) years preceding application for housing or re-examination.

Over-Housed Family - A family whose current dwelling unit is larger than necessary given the family's particular circumstances.

Regular Applicant - A regular applicant is a person who has applied for public housing, or who applies in the future, for public housing.

Resident of the City and County of San Francisco - For the purpose of applying priority for admission, a resident is defined as a family living or working within the City and County of San Francisco or notified that it has been hired to work within the jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

Single Person - A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident Family.

Resident Rent - The amount payable monthly by the family as rent to the Authority.

Total Resident Payment - The monthly amount calculated pursuant to HUD regulations (24 CAR 913). Total resident payment does not include charges for excess utility consumption or other miscellaneous charges.

Transfer Resident - A transfer resident is a resident is a resident who has applied for a transfer from a unit in a racially identifiable development to a unit here the transfer resident's race does not predominate.

Under-Housed Family - A family whose current dwelling unit is smaller than necessary given the family's particular circumstances.

Utility - Electricity, gas, heating fuel, water and sewer services, and trash and garbage collection. Telephone service is not included as a utility.

Utility Allowance - Cost of utilities and other services not included in the resident rent, but is the responsibility of the family. The allowance is based on a reasonable consumption of such utilities and other services by an energy-conservative household of modest circumstances.

Utility Reimbursement - The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit.

Verification Consent Form - A written agreement by a family, in the form prescribed by HUD, that the information provided the Authority may be released to other parties as permitted by law.

Very-Low Income Family - A family whose annual income does not exceed fifty percent (50%) of the median income for the area as determined by HUD.

Welfare Assistance - Welfare or other payments to families or individuals, based on need that are made under programs funded, separately or jointly, by Federal, State or Local governments.

CENTRAL BUSINESS FORMS (415) 474-4541

SAN FRANCISCO HOUSING AUTHORITY DWELLING LEASE

1. LEASE SUMMARY

(A)

Name of Tenant(s)	Sex		Date of Birth	Social Security Number
1.	M ☐	F ☐		-- --
2.	M ☐	F ☐		-- --
3.	M ☐	F ☐		-- --

(B)

Address of Residence		
		San Francisco, CA 941___
Number of Bedrooms	Account Number	
Name of SFHA Building or Development		Unit Number

(C)

Effective Date & Amounts			
Effective Date ,199__	Initial Payment $		Monthly Rent $
Monthly Rent Due The first day of each calendar month	Security Deposit $		Pet Deposit $

2. PARTIES

This lease agreement ("Lease") is between the San Francisco Housing Authority ("SFHA") and the tenant or tenants listed in Section 1(A) ("Tenants"). Each of the Tenants is individually, jointly and severally responsible for performance of all obligations under this Lease, including payment of rent.

3. PREMISES, LEASE TERM AND RENEWAL

Under the Lease, the SFHA shall rent to Tenants the dwelling unit described in Section 1(B) above ("Residence"). The Residence is located in a federally funded public housing development ("Development") owned by the SFHA. The Lease shall be for a period of one calendar month, and shall be automatically renewed each month, unless terminated by the SFHA or Tenants pursuant to this Lease.

4. HOUSEHOLD MEMBERS

(A) The Residence is a private residence to be occupied only by Tenants and the following members of Tenants' household:

Name Of Household Member(s)	Sex		Date of Birth	Relation to Tenant	Social Security Number
1.	M ☐	F ☐			-- --
2.	M ☐	F ☐			-- --
3.	M ☐	F ☐			-- --
4.	M ☐	F ☐			-- --
5.	M ☐	F ☐			-- --
6.	M ☐	F ☐			-- --
Additional Household Members must be listed on a separate sheet attached to this Lease					

(B) The terms "Household" and "Household Members" shall mean only Tenants and the persons listed in Section 4(A) above.

(C) Household Members shall have the right to exclusive use and occupancy of the Residence in accordance with the terms of this Lease, including reasonable accommodation of guests. The term "guest" means a person in the Residence with the consent of Tenants. However, Tenants may not knowingly permit anyone other than a Household Member to use the Residence as an address or as a "mail drop." Tenants may not permit anyone other than a Household Member to stay at the Residence for more than 14 days in any month or 45 days in any 12-month period without the prior written permission of the SFHA. Tenants shall immediately (no later than 10 days after the occurrence) notify the SFHA in writing if any Household Member vacates or no longer resides at the Residence.

(D) If Tenants want to add a Household Member (excluding natural births), that person must first meet all applicable eligibility and screening requirements. The SFHA shall make reasonable efforts to accommodate additional eligible persons to the Household except where the addition would result in overcrowding of the Residence. The Household, however, shall not be entitled to any priority or preference with regard to transfer to a new dwelling unit based on a change in the size of the Household.

(E) If a Household Member qualifies to have a live-in aide, the aide shall have no tenancy rights must first meet all applicable screening requirements. The aide may live at the Residence only so long as the Household Member qualifies for the aide's necessary services.

5. RENT

(A) The Initial Payment (Section 1(C) above) shall be for rent for the period beginning on the Effective Date and ending at 11:59 p.m. on the last day of that calendar month. The Initial Payment is due at the time Tenants sign the Lease. Thereafter, monthly rent in the amount listed in Section 1(C) above ("Monthly Rent") shall be due and payable in advance on the first day of each calendar month. Tenants shall participate in a direct payment program if requested to do so by the SFHA or their benefit provider. The Monthly Rent is subject to change pursuant to the procedure set forth in Section 6 (RENT DETERMINATIONS AND MODIFICATIONS).

(B) Should Tenants fail to pay Monthly Rent by the fifth day after it is due, then Tenants shall be liable for an administrative late charge in the amount of fifteen dollars ($15), which shall be due and payable 14 days after SFHA gives written notice of said charge.

(C) The SFHA shall apply all moneys received from Tenants to the oldest amount due on the Tenants' account. All amounts due the SFHA under the Lease and all payments made by Tenants pursuant to the Lease shall be listed on the Tenants' account.

(D) Tenants shall pay rent to the SFHA by personal check, certified check, or money order. The SFHA may require payment by certified check or money order if Tenants' bank has returned one or more personal checks unpaid within the last 12 months. The SFHA may impose a service charge to cover charges imposed for returned checks. The SFHA shall not accept personal checks for past-due rent.

(E) Tenants shall be liable for rent through the date that all Household Members vacate the Residence, provided that Tenants have given at least 30 days written notice to the SFHA of their intent to vacate. In the absence of such notice, Tenants shall be liable for rent for 30 days after the date that the SFHA actually learns that all Household Members have vacated the Residence.

(F) If the SFHA transfers the Household to another SFHA dwelling unit, any charges or credits due on the Tenants' account shall be transferred to the account for the new unit. Any amounts owed by Tenants to the SFHA prior to the execution of this Lease shall be deemed due under this Lease.

6. RENT DETERMINATIONS AND MODIFICATIONS

(A) All rent and unit size determinations and rent adjustments (including utility allowances) shall be made in accordance with applicable federal regulations and SFHA policies, which are available at SFHA offices. The SFHA shall re-examine the status of each Household at least once every 12 months.

(B) Tenants shall, when requested to do so by the SFHA, furnish complete and accurate information as to: (1) Household composition (including full name, sex, social security number, and date of birth for each Household Member); (2) each Household Member's income amount, the source of that income, and the place of employment; and (3) any other information requested by the SFHA to make determinations with respect to Monthly Rent, continued eligibility, accessibility needs, and appropriate dwelling unit size. Failure to provide such information shall constitute a serious violation of the Lease and grounds for eviction.

(C) Tenants shall promptly report changes in Household circumstances (such as change in income, assets or family composition) as required by the Continued Occupancy Policy. The current Continued Occupancy Policy is available at the Development office or from the SFHA.

(D) Tenants shall comply with reasonable requests for verification by signing releases for third-party sources of information to enable the SFHA to verify this information, presenting documents for review, or providing other suitable forms of verification. The SFHA shall treat

Central Business Forms (415) 876-[illegible]

(E) If Tenants claim that a Household Member has vacated the Residence, then the SFHA may require Tenants to submit satisfactory proof that the Household Member no longer lives at the Residence.

(F) The SFHA shall have the right to demand that Tenants submit to an interim rent review if the SFHA has cause to believe that a change in the Monthly Rent is appropriate. Tenants may make reasonable requests for an interim rent review at any time.

(G) If the SFHA increases the Monthly Rent pursuant to a rent review, then the new Monthly Rent shall be effective on the first day of the second month following the completion of the review. If Tenants delay in providing information that justifies a rent increase, then the SFHA may make the increase retroactive to the Tenants' annual review date or the date that the increase should have occurred, whichever is earlier.

(H) If the SFHA decreases the Monthly Rent pursuant to the review, then the revised Monthly Rent shall be effective on the first day of the month following the completion of the review.

7. DEPOSITS

(A) At or before move-in, Tenants shall pay an amount equal to the Monthly Rent or $50, whichever greater, as a security deposit

(B) The SFHA may use the security deposit at the termination of the Lease for any purpose permitted by California law. The SFHA shall return the security deposit to Tenants within three weeks after Household Members have vacated the Residence, less any deductions permitted by law.

(C) The SFHA may collect a pet deposit in accordance with the Pet Policy. Tenants may request a refund of the pet deposit upon the termination of tenancy or after they provide satisfactory documentation that they no longer have any pets. The SFHA shall refund such deposit only after an inspection of the Residence for pet damage and after making reasonable deduction for such damage

(D) The SFHA shall be under no obligation to maintain moneys paid toward security or pet deposits in a segregated account. The SFHA shall be under no obligation to pay interest on these deposits.

8. UTILITIES, APPLIANCES AND SERVICES

(A) If the SFHA provides utilities, Tenants may use a reasonable amount of gas or electricity at no cost, as determined by a utility allowance schedule published by the SFHA. Tenants agree to pay the SFHA reasonable charges for the consumption of gas or electricity in excess of these allowances at rates established by the SFHA.

(B) If the SFHA does not provide utilities, then Tenants shall purchase utilities directly from the provider. (In such cases the Monthly Rent shall already be adjusted downward by the amount set forth in the SFHA's utility allowance schedule.) The actual cost of utilities shall not be deducted from Monthly Rent. The SFHA has no obligation to pay Tenants' utility bills.

(C) The utility allowance schedule and excessive utility consumption charge rates shall be available at the Development office. The SFHA may change and adjust the schedule and charges (and Monthly Rent, if appropriate) at any time after giving appropriate notice. The SFHA shall not be responsible for failure to provide utilities because of Tenants' failure to pay bills or any other reason beyond its control.

(D) The SFHA shall furnish the Residence with the equipment and utilities listed on the pre-occupancy statement described in Section 9. The SFHA shall also provide reasonable sewer and garbage collection services and reasonable amounts of running water.

(E) The SFHA shall charge Tenants for any service, repair, maintenance or equipment made necessary by Tenants' failure to keep the Residence (including appliances) in good condition, except for normal wear and tear. Tenants shall pay for the repair of damage to SFHA property, including Development buildings, equipment, and common areas, and for cleaning or extermination, made necessary by Household Members or their guests.

(F) Charges assessed to Tenants for maintenance or repair services, or for excessive utility consumption, shall be charged to the Tenants' account and shall be due and payable on the first day of the second month following the month in which the charges are incurred

9. PET PROHIBITION

Dogs and other animals are prohibited unless specifically permitted by the SFHA Pet Policy and a written amendment to this Lease. The current Pet Policy is available at the Development office or from the SFHA. Keeping an animal in violation of the Pet Policy shall be grounds for immediate termination of this Lease and eviction.

10. INSPECTIONS AND ENTRIES

(A) The SFHA and Tenants shall inspect the Residence before Tenants take occupancy. The SFHA shall furnish a written statement of the condition of the Residence and the utilities and equipment provided with the Residence. Tenants and the SFHA shall sign the statement.

(B) Tenants shall submit to an annual inspection of the Residence, upon request of the SFHA.

(C) The SFHA may conduct interim inspections of the Residence if it has cause to believe that an unsanitary or hazardous condition exists, or if Tenants have failed or refused to cooperate with inspections, maintenance, repairs, or pest control.

(D) The SFHA shall inspect the Residence when Tenants vacate and shall furnish a statement of damage to the Residence, including charges to be deducted from the security deposit. Tenants may participate in the pre-termination inspection.

(E) Tenants, by requesting the SFHA to perform maintenance or make repairs at the Residence, shall give the SFHA permission to enter the Residence without notice.

(F) Tenants shall permit the SFHA, upon reasonable advance notice, to enter the Residence during normal business hours so that the SFHA may perform routine inspections or maintenance, make improvements or repairs, or show the Residence for re-leasing. A written statement specifying the purpose of the entry delivered to the Residence at least forty-eight (48) hours in advance shall be considered reasonable.

(G) If all adult Household Members are absent from the Residence at the time of entry by the SFHA, then the SFHA shall leave in the Residence a written statement specifying the date, time and purpose of the entry.

(H) The SFHA may enter the Residence without advance notification when it has cause to believe that an emergency exists, or if the Residence appears abandoned, or to make repairs requested or agreed to by Tenants.

(I) The SFHA may permit a peace officer or building or health inspector to enter the Residence upon presentation by such official of a warrant or order, or to arrest a person that a peace officer believes to be in the Residence, or if a peace officer orders the SFHA employee to open the Residence.

11. TRANSFERS

(A) If the SFHA determines that: (1) the size of the Residence is no longer appropriate for the Household composition; or (2) a transfer is necessary to protect the health or safety of a Household Member or another SFHA resident; or (3) a transfer is necessary so that the SFHA may repair, retrofit, replace or modify the Residence; or (4) a Household Member needs to live in a unit with special features (e.g., handicap access) not available at the Residence; then the Household shall transfer to an alternate SFHA unit within 30 days of written notification by the SFHA that the unit is available. Upon receipt of the keys to the new unit, Tenants shall immediately transfer all personal property to the new unit. Transfers made pursuant to Section 11(A)(1) shall be at Tenants' sole expense.

(B) If the Household transfers to another dwelling unit, this Lease shall terminate and a new written lease agreement shall be executed for the new dwelling unit. By transferring Tenants to another dwelling unit, however, the SFHA shall not waive its right to terminate the lease for that new unit or to evict the Household from that unit based upon conduct that occurred before the transfer (when Tenants resided at the Premises). If any member of the Household transfers to a new dwelling unit after the SFHA initiates an eviction proceeding, then the SFHA may re-file the action or amend its pleadings to request possession of the new dwelling unit, without waiver of the original violation

12. SFHA OBLIGATIONS AND RESPONSIBILITIES

The SFHA shall:

(A) Maintain the Residence and the Development in a decent, safe, and sanitary condition.

(B) Comply with applicable building and housing codes and federal regulations materially affecting health and safety

(C) Make necessary repairs to the Residence.

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(E) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the SFHA.

(F) Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste Tenants remove from the Residence.

(G) Supply running water and reasonable amounts of hot water and heat, except in those cases where the heat or hot water is generated by an installation within the exclusive control of Tenants and supplied by a direct utility connection

(H) Notify Tenants in writing of the specific grounds for any proposed adverse action The notice of proposed adverse action shall inform Tenants of their right, if any, to request a grievance hearing. The term "proposed adverse action" shall include but not be limited to (a) a proposed Lease termination, (b) a transfer of the Household to another unit, or (c) a request for payment of maintenance or excessive utility consumption charges

(I) Provide, at the Tenants' request, reasonable accommodation of a disability of any Household Member

13. OBLIGATIONS OF TENANTS, HOUSEHOLD MEMBERS AND GUESTS

In addition to their other obligations under the Lease, Tenants must comply with, and must cause Household Members and guests to comply with, the following rules:

(A) Not to assign or sublease the Residence and to notify the SFHA when a Household Member vacates the Residence

(B) Not to provide accommodations for boarders or lodgers.

(C) To use the Residence solely as a private dwelling for Household Members and not for any other purpose, except when Tenants have received the prior written consent of the SFHA to conduct a specific, lawful business.

(D) To abide by the SFHA Housekeeping Rules and all other rules promulgated by the SFHA for the benefit and well being of the Development and residents of the Development. Such rules, which may change from time to time, shall be posted on the Development property or available at the Development office and are incorporated by reference in this Lease. To comply with all obligations imposed by applicable building and housing codes affecting health and safety.

(E) To keep the Residence and other areas assigned to Tenants for their exclusive use in a clean and safe condition.

(F) To dispose of all garbage, rubbish, and other waste from the Residence in a sanitary and safe manner.

(G) To use only in a reasonable manner all electrical, plumbing, heating, sanitary, ventilating and other facilities, including elevators.

(H) To refrain from destroying, defacing, damaging or removing any part of the Residence or the Development.

(I) To refrain from tampering with any gas, electric or other utility meter or line.

(J) To pay reasonable charges for the repair of damages (other than normal wear and tear) to the Residence or the Development, caused by a Household Member or a guest.

(K) To act in a manner that will not disturb the other residents' peaceful enjoyment of their accommodations, and will be conducive to maintaining the Development in a decent, safe, and sanitary condition.

(L) To assure that all Household Members, guests, or other persons under the Tenants' control, shall not engage in: (1) any activity that threatens the health, safety or the right to peaceful enjoyment of any of the premises of other residents or SFHA employees; or (2) any drug-related criminal activity on or off SFHA property.

(M) Not to have pets or other animals except as specifically permitted by the SFHA Pet Policy and under this Lease

(N) Not to have any illegal weapons, fireworks, explosives, combustible or other hazardous materials in or around the Development (see Section 14 (FIREARMS PROHIBITION))

(O) Not to create or permit to exist any condition that results in risk to the health or safety of any person or damage to property

(P) Not to make any repairs or alterations to the Residence, including changing locks, or installation of permanently affixed gates, window bars, carpets or antenna, without the express written consent of the SFHA.

(Q) Not to have a water bed without prior written consent of the SFHA.

(R) Not to repair automobiles, motorcycles, other motor vehicles, or any other heavy machinery anywhere on the Development property

(S) Not to drive or park motor vehicles on areas not specifically designated for driving or parking.

(T) To remove at Tenants' expense from the Development, any unlicensed, unregistered, uninsured or inoperative motor vehicle owned by any Household Member or guest. Tenants must remove said vehicle within three (3) days after notice by the SFHA.

(U) To assure that all Tenants, Household Members, guests, and other persons under the Tenants' control, shall not trespass on or illegally enter SFHA property, including but not limited to vacant units and areas under construction.

14. FIREARMS PROHIBITION

(A) Except when specifically authorized, the SFHA strictly prohibits firearms in the Residence, on the Development and on SFHA property. Violation of this provision by any Household Member or guest shall constitute sufficient grounds for immediate Lease termination and eviction. The term "firearm" is defined broadly and shall include but not be limited to: all pistols, revolvers, other handguns, rifles, shotguns, automatic and semiautomatic guns, and any other instrument which expels a metallic, partly metallic, or other hard projectile, including but not limited to BB guns, air guns and spring action guns.

(B) Ownership, possession, transportation or use of a firearm shall be permitted on SFHA property only if each and every such firearm meets each of the following requirements: (1) an adult (at least 18 years of age) Household Member legally purchased or took possession of the firearm; (2) the firearm itself is in all respects legal; (3) the firearm is under the exclusive control of an adult Household Member; (4) the firearm is stored in a secure and safe place that is reasonably inaccessible to children; and (5) the firearm is not used, stored or handled in a criminal, illegal, reckless, careless or negligent manner.

15. DAMAGE TO RESIDENCE OR DEVELOPMENT

(A) Tenants shall immediately notify the SFHA of any damage to the Residence or the Development.

(B) If the Residence is damaged to the extent that conditions exist that are hazardous to life, health or safety of Household Members, then (1) Tenants shall immediately notify the SFHA of the damage; and (2) the SFHA shall repair the Residence within a reasonable time (however, if a Household Member or guest caused the damage, then the cost of repairs shall be charged to Tenants).

(C) The SFHA shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time. In the event that repairs are not made in a reasonable time and alternative housing is not available, then the SFHA shall discount the Monthly Rent in proportion to the seriousness of the damage and loss of use of the Residence No discount shall be made, however, if either the Tenants rejected alternative accommodations or a Household Member or guest caused the damage

16. TERMINATION BY TENANTS

(A) Tenants may terminate this Lease by giving at least 30 days written notice to the SFHA. Tenants shall leave the Residence in as clean and good condition as they received it at the start of their occupancy, reasonable wear and tear excepted, and return all keys to the SFHA. All Household Members and other occupants shall completely vacate the Residence within the 30-day period

(B) Upon Lease termination, eviction by the SFHA, abandonment of the Residence, or transfer of the Household to another dwelling unit, any personal property left at the Residence shall be stored for no more than 30 days Tenants shall be responsible for moving and storage charges. Property unclaimed after 30 days shall be deemed abandoned and the SFHA may dispose of it without liability

(C) If, through any cause, any Tenant who has signed the Lease ceases to reside at the Residence, this Lease shall terminate Remaining Household Members may continue to occupy the Residence provided that a qualified and responsible remaining adult Household Member enters s new lease agreement with the SFHA.

17. TERMINATION BY SFHA

(A) The SFHA may terminate or refuse to renew this Lease for serious or repeated violations of material terms of the Lease, such as the failure to make payments due or to fulfill the obligations set forth in this Lease, or for other good cause. Tenants who receive four (4) notices of termination for failure to pay rent in one 12-month period shall be subject to termination of the Lease (for habitual late rent).

(B) The SFHA shall give Tenants written notice of termination of the Lease, stating the grounds for the termination, and informing Tenants of the right to make such reply as Tenants may wish. The notice shall also notify Tenants of their right to examine SFHA documents directly relevant to the Lease termination, and their right to request a grievance hearing, if applicable. The length of the notice shall be as follows

(1) Fourteen (14) days in the case of failure to pay rent

(2) Three (3) days in the case of creation or maintenance of a threat to the health or safety of other residents or SFHA employees Grounds for termination under this provision include, but are not limited to, the following: (a) any activity that threatens the health, safety or the right to peaceful enjoyment of any of the premises of other residents or SFHA employees; or (b) any drug-related criminal activity on or off SFHA property.

Neither an arrest nor a criminal conviction is necessary to terminate the Lease and evict Tenants under the above provision. The SFHA may, at its sole discretion, consider the circumstances of the case, including seriousness of the offense, the extent of participation by Household Members, and the effect the eviction would have on Household Members who did not engage in the prohibited activity The SFHA may, in its sole discretion, permit continued occupancy by non-offending Household Member(s) provided they agree that the offending Household Member(s) shall not reside at or visit the Premises and shall not be invited or allowed upon the Development. The SFHA has a policy of "zero tolerance" of illegal drug activity. The SFHA may, in its sole discretion, require a Household Member who engaged in the illegal use of drugs to present evidence of successful completion of a satisfactory treatment program as a condition of being allowed to reside at the Premises. This is not intended to be an exhaustive list and the SFHA reserves its right to impose other conditions, terms and stipulations. .

(3) Thirty (30) days notice in all other cases.

(C) The receipt of monies by the SFHA from Tenants after notice of termination of Lease shall neither reinstate the Lease nor affect the notice. If Tenants tender payments to the SFHA after service of a Lease termination notice, then the SFHA may deposit said payments into an escrow account. By so depositing said payments, the SFHA shall not be deemed to have waived its right to terminate the Lease or to prosecute and maintain an action to evict Tenants.

18. LEGAL NOTICES

(A) Notice to Tenants shall be in writing and delivered to any Tenant, or to any adult Household Member, or may be sent by first-class mail properly addressed to Tenants.

(B) Notices to the SFHA shall be in writing, delivered to the Development office or the SFHA district office personally or sent by first-class mail properly addressed.

19. GRIEVANCE PROCEDURE

If the SFHA seeks to terminate the Lease or takes some other adverse action against the Household, Tenants may, in some instances, be entitled to request a grievance hearing to contest the action. Tenants may also be entitled, in some instances, to a hearing to resolve other disputes or grievances with the SFHA. The SFHA's Grievance Procedures set forth what matters can be the subject of a grievance hearing. The Grievance Procedures also set forth the process for requesting a hearing and the procedures to be followed during the hearing. The Grievance Procedures are incorporated into the Lease by this reference and may be amended from time to time.

20. PROVISIONS FOR MODIFICATION

(A) Any changes to this Lease shall be made by a written addendum, dated and signed by both Tenants and the SFHA, except for rent changes as provided in Section 6 **(RENT DETERMINATIONS AND MODIFICATIONS).**

(B) Documents incorporated into this Lease, such as the maintenance charge list, schedule of utility allowances, Grievance Procedures, Pet Policy, Continued Occupancy Policy, transfer and rent policies, and any building or development rules or other regulations, may be changed from time to time by the SFHA. The SFHA shall give 30 days notice prior to the effective date of any amendments to these documents, setting forth the proposed changes and providing Tenants with an opportunity to make written comments. The SFHA shall consider resident comments before the proposed changes become effective.

21. MISCELLANEOUS

(A) If any provision of this Lease is found to be void, unenforceable or illegal, then the remaining provisions shall remain in effect.

(B) Tenants are responsible for protecting and insuring their personal property. The SFHA's liability for loss, damage or injury is limited to that imposed by law.

(C) Neither the SFHA nor any of its employees has made any representations other than those contained in this Lease.

(D) Tenants warrant that all statements and representations Tenants made in the application for SFHA housing are truthful. Tenants agree that false statements or misrepresentations in the application or made during the rent review process (see Section 6) shall constitute grounds for eviction.

(E) This Lease, any amendments hereto and all documents incorporated by reference constitute the entire agreement between the parties.

(F) In any legal action to enforce the Lease, each party shall bear its own attorneys' fees. The prevailing party shall recover court costs.

(G) The SFHA's failure to insist in any one or more instance upon the strict observance of the terms of the Lease shall not be considered a waiver of the SFHA's right thereafter to enforce the provisions of the Lease. The SFHA shall not waive its rights to enforce the Lease provisions unless it does so in writing, signed by an authorized agent of the SFHA.

22. SIGNATURES

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

1. Tenant has read, or has had this Lease explained or read to him or her, and that Tenant understands the Lease;
2. That all of the information that Tenant gave to the SFHA is true and correct; and
3. That Tenant shall occupy the Residence as Tenant's sole residence as of the Effective Date (see Section 1(C) for Effective Date)

Executed on the _____ day of _____, 199__.

SAN FRANCISCO HOUSING AUTHORITY

By: _____

PRINT NAME: _____

_____

TENANT(S)

SIGNATURE: _____

PRINT NAME: _____

SIGNATURE: _____

PRINT NAME: _____

SIGNATURE: _____

PRINT NAME: _____

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

Date: October 23, 1997

To: **SAN FRANCISCO HOUSING AUTHORITY COMMISSION**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

From: Ronnie Davis, Acting Secretary/Executive Director

Subject: **RESOLUTION APPROVING AN ADMINISTRATIVE PLAN FOR THE SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS AND AUTHORIZING EXECUTION THEREOF**

This resolution will approve and put into a place an administrative plan for the Section 8 (Leased Housing) Department. The HUD Conforming Rule has given the local housing authority great latitude in running its own section 8 department as long as the local rules and regulations are approved by the Board of Commissioners by way of an administrative plan.

This administrative plan is the first significant step we must take in taking the department back over from HUD. As this plan is needed in order to effectively run the program, I recommend that the attached Resolution be adopted at the October 23, 1997 Commission Meeting.

RESOLUTION NO. 4622
DATE ADOPTED 11/13/97

RESOLUTION APPROVING AN ADMINISTRATIVE PLAN FOR THE SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS AND AUTHORIZING EXECUTION THEREOF

Whereas, The Housing Authority of the City and County of San Francisco (herein called the "Authority") entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein called the "Government"); and

WHEREAS, Resolution No 4604, and/or 42 USC 1437 ET SEQ. Adopted March 8, 1996 stated," Resolution temporarily providing power, duty and authority for operation and management of the San Francisco housing authority (SFHA) to the United States Department of Housing and Urban Development, and amending SFHA policies, rules, procedures and by-laws accordingly"

WHEREAS, in accordance with Title 24 of the Code of Federal Regulations, Section 982.54, the Government requires the Authority to adopt a written administrative plan that establishes local policies for the administration of the Section 8 certificate and voucher programs.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority Administrative Plan for the Certificate and Voucher programs is hereby approved and accepted.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM:

Joseph M. Hamilton

10-17-97
Date

San Francisco Housing Authority Administrative Plan for the Section 8 Certificate and Voucher Programs

October 29, 1997

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Introduction

The San Francisco Housing Authority (SFHA) will adhere to regulations, handbooks, notices and other directives issued by the United States Department of Housing and Urban Development (HUD) as provided in the Section 8 Resource Listing (Exhibit A). The regulations provide Housing Agencies with discretion to establish policies, consistent with HUD requirements, in certain defined areas. The document that establishes these policies is known as the Administrative Plan (Admin Plan). The Admin Plan is formally adopted by the Board of Commissioners (the Board).

The Admin Plan covers SFHA policies for the following subjects:

A. How the SFHA selects applicants from the SFHA waiting list, including applicants with federal and other preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the SFHA waiting list

B. Issuing or denying vouchers or certificates, including SFHA policy governing the voucher or certificate term and any extensions or suspensions of the term. This includes how the SFHA determines how to grant the extensions or suspensions, and how the SFHA determines the length of any extension or suspension

C. Any special rules for use of available funds when HUD provides funding to the SFHA for a special purpose, including funding for specifies families or a special category of families

D. Occupancy policies

E. Encouraging participation by owners of suitable units located outside areas of low income or minority concentration

F. Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit

G. A statement of SFHA policy on providing information about a family to prospective owners

H. Disapproval of owners

I. Subsidy standards

J. Family absence from the dwelling unit

K. How to determine who remains in the program if a family breaks up

L. Informal review procedures for applicants

M. Informal hearing procedures for participants

N. For the voucher program, the process for establishing and revising payment standards, including affordability adjustments

O. Special policies concerning special housing types in the program

P. Policies concerning payment by a family to the SFHA of amounts the family owes to the SFHA

Q. Interim redetermination of family income and composition

R. Restrictions on the number of moves by a participant

S. Approval by the Board to charge the administrative fee reserve.

The SFHA has established other written procedures for subjects that are not listed above. These procedures have been approved by the Executive Director of the SFHA and will supplement policies established in this Admin Plan.

PART A: ADMINISTRATION OF WAITING LIST

Selection from the waiting list

I. Preferences

The SFHA has adopted the definitions of federal preference as specified in part 5 of title 24 of the Code of Federal Regulation (CFR). The federal preferences consists of (a) involuntarily displaced, (b) substandard housing and (c) paying more than 50% of income for housing. The SFHA will weigh each federal preference equally. That is, an applicant that meets the federal definition of any or all of the federal preference will receive an equal priority.

In addition to the federal preferences, the SFHA has adopted the following ranking and local preferences:

1. Residency status: A family is considered a "resident" of the City and County of San Francisco, if (a) they live in San Francisco or (b) the head of household or spouse is employed or has been notified that he/she has been hired to work in San Francisco. The family must submit documentation that provides a current address of residency or employment and sign a waiver to permit the SFHA to verify the address.
2. Veterans status: A member of the United States Armed Forces honorably discharged from service or currently listed and is the head of household or spouse of the applicant family. Verification will be provided by the Veterans Administration.

In accordance with federal regulations, the SFHA provides a preference to elderly families (including disabled or handicapped persons) and displaced persons over single persons regardless of the single person's qualification for other preferences.

II. Order of Selection

The SFHA will admit applicants from the waiting list in accordance with the following priority categories:

Level of Priority	Category One	Category Two	Category Three
1	Federal Preference	Resident	Veteran
2	Federal Preference	Resident	Non-Veteran
3	Federal Preference	Non-Resident	Veteran
4	Federal Preference	Non-Resident	Non-Veteran
5	No Federal Preference	Resident	Veteran
6	No Federal Preference	Resident	Non-Veteran
7	No Federal Preference	Non-Resident	Veteran
8	No Federal Preference	Non-Resident	Non-Veteran

III. Ten percent exception authority

The SFHA will issue a certificate or voucher to applicants who do not qualify for any Federal Preference ahead of Federal Preference applicants in a number not to exceed 10 percent of the total certificates and vouchers issued in a fiscal year. As certificates and vouchers are available and families are selected from the waiting list, every tenth family selected may be from the "no Federal Preference" pool of applicants.

If at any time the waiting list does not contain a sufficient number of preference applications, the certificates or vouchers will be issued to non-Federal preference eligible applicants without regard to this 10 percent exception.

Procedures for removing names from the waiting list

I. Initial determination of eligibility

Upon receipt of the initial pre-application documents and prior to adding names to the waiting list, the SFHA will make a determination of program eligibility. For eligibility, applicants must meet the SFHA's definition of family, as provided in part D of this Admin Plan, and be either a "very-low income" family or a "low-income" family as defined in 24 CFR 982.201.

All applicants will be notified, in writing, of the SFHA's determination of eligibility or the basis for its determination of ineligibility.

II. Refusal to list an applicant or removal of an applicant for specific grounds

The SFHA may deny listing an applicant on the waiting list, remove an applicant from the waiting list, deny or withdraw a certificate or voucher, refuse to enter into a Housing Assistance Payments (HAP) Contract or approve a lease and refuse to process or provide assistance under portability assistance for any of the reasons listed in 24 CFR 982.552 (b) (violation of family obligations; member of family previously evicted from public housing; HA has terminated assistance to any member of the family in the past; member of family convicted of drug-related or violent criminal activity; member of family commits crime in connection with any federal housing program; family owes rent to SFHA or another HA; family has not reimbursed SFHA or another HA for amount paid to an owner under a HAP contract; family breaches an agreement with SFHA or another HA to repay amounts owed; family participating in the FSS program fails to comply with the contract of participation; family engaged in or threatened abusive or violent behavior). If denied under this paragraph, the SFHA will provide notice and offer the applicant an informal review in accordance with procedures in part L of this Admin Plan.

III. Updating of the waiting list

In order to ensure the waiting list is accurate and current, the SFHA will update the waiting list on a yearly basis by requesting each household to submit a revised pre-application form. The following guidelines will govern update procedures:

- The SFHA will mail an update request letter and a blank pre-application form to each household on the waiting list.
- The request will be mailed to the applicant's last known address. Applicants will be advised in the eligibility letter of their responsibility to notify the SFHA, in writing, of any address changes. If the applicant fails to notify the SFHA of an address change, the SFHA accepts no responsibility for the applicant's failure to receive the update request.
- The update request letter will include a deadline date by which applicants must return the pre-application and will specify return by mail, in person, or either. The letter will inform the applicant that if the SFHA fails to receive the updated pre-application form by the deadline date, the applicant's name will be removed from the waiting list.
- Applicants will be given a reasonable time to complete and return the updated pre-applications, generally not less than 14 calendar days.
- The SFHA accepts no responsibility for delays created by the United States Postal Service.
- The SFHA will make reasonable accommodations for the special needs of disabled applicants if the SFHA has been made aware of those needs.

- The SFHA will acknowledge all updated pre-applications received, in writing, to each applicant which will include a determination of eligibility, ineligibility or change in preference status.

Opening the waiting list

The SFHA will accept pre-applications for placement on the waiting list and will require a final application just prior to issuing a certificate or voucher.

Pre-applications will only be accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need for the SFHA to augment its waiting list so that the SFHA will have a sufficient number of applicants to maintain an adequate level of occupancy. Generally, enrollment will be accepted when the remaining applicants on the current waiting list are expected to be contacted for assistance within the next twelve months.

I. Application Process

The SFHA will take pre-applications pursuant to a public advertisement. Pre-application intake will be announced to the public at least 15 days prior to the start of the pre-application process. Advertisements will be placed in the following:

- San Francisco Chronicle
- San Francisco Examiner
- Minority-owned and foreign language newspapers
- Posting in the lobby of the SFHA office at 440 Turk Street
- Posting in offices of the Public Housing developments of the SFHA
- Radio and television stations in order to inform the visually impaired
- Notices circulated for posting at social service agencies, community centers and Bay Area Public Housing Agencies.

The advertisement will inform interested parties of the pre-application system to be used by the SFHA; the dates, times and locations pre-applications can be obtained; the deadline date, method and location for submitting the pre-applications and basic eligibility requirements.

II. Ranking method

Applications will be ranked on the waiting list based on a random lottery for each preference category. The pre-application will ask applicants to designate which priority

category they believe they will qualify. Applications will be randomly sorted in each category and a list generated in rank order.

Each applicant will be provided with a description of all SFHA preferences and will be required to certify, at the time of application, whether the household qualifies for a preference. Selection from the waiting list will be based on applicant certification. At the time of initial eligibility determination and in subsequent re-examinations, SFHA applicants and participants will be required to certify to all information they provide to SFHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility must be verified, including preferences. Verifications must be completed before an applicant will be issued a certificate/voucher. SFHA will use **third party verification whenever possible**. This will include either mailing forms directly to the third party and having them mailed back to SFHA. If third party written verification is **not possible**, SFHA will review documents brought in by applicants/current participants or obtain oral verification with the third party by phone, documenting name, department, position, date of verification and other pertinent information. If there are no documents, SFHA may use a notarized applicant certification for verification.

If the priority category changes for any reason, the applicant will be placed at the end of the proper preference category.

Closing of the waiting list

The advertisement opening the waiting list will also specify when the period for submitting pre-applications will end. As such, there will not be a need to separately advertise the closing of the list. A notice will be posted in the lobby of the main office of the SFHA (440 Turk Street) advising interested parties that the SFHA is not accepting pre-applications for the Section 8 certificate and voucher programs.

PART B: ISSUING/DENYING CERTIFICATES OR VOUCHERS

Issuance of certificate/voucher

I. When a certificate or voucher is issued.

The number of certificates and vouchers that the SFHA can issue at any time is based on the amount of Annual Contributions available to the programs. When the SFHA determines that sufficient funding is available to support additional assisted units, applicants at the top of the waiting list will be scheduled to attend a briefing session and to fill out the final application. Information used in the final application will be verified as indicated above under Part A, Section II. The SFHA may "over-issue" the number of certificates and vouchers in order to account for certificate and voucher holders who are unsuccessful in locating housing.

The SFHA will offer the type of assistance (certificate or voucher) that is available. The applicant may choose to refuse that offer in order to wait until the other type of assistance is available. If that type of assistance is refused, the applicant will be placed at the bottom of the waiting list.

II. Briefing sessions

As noted above, applicants selected to receive a certificate or voucher will be scheduled to attend a briefing session and to complete a formal application for housing. Briefing sessions may be conducted on an individual or group basis. The briefing will consist of an oral briefing and provision of an information packet as required in 24 CFR 982.301;

The briefing will include information about:

- How the program works
- Family and owner responsibilities
- Where the family may lease a unit
- Additional items as SFHA deems appropriate

The briefing packet will contain the following:

- Term of Certificate or Voucher and rules regarding extensions or suspensions of time
- How the HAP is determined
- Information about fair market rents and the utility allowance schedule (certificate program)

- Information about the payment standard and the utility allowance schedule (voucher program)
- How maximum rent is determined
- Factors a family should consider in deciding whether or not to lease a unit
- Where the family can lease (including information about portability)
- The HUD required "Lease Addendum"
- Request for Lease Approval
- Statement of the SFHA policy on providing family information to prospective owners
- SFHA subsidy standards, including when exceptions may be granted
- The HUD brochure on how to select a unit
- The HUD lead-based paint brochure
- Information on federal, State, and local equal opportunity laws and a copy of the housing discrimination complaint form
- List of landlords who may be willing to rent
- Notice that if the family includes a disabled person, the family may request a current listing of accessible units
- Family obligations under the program
- The grounds on which SFHA may terminate assistance
- SFHA informal hearing procedures
- Additional items as SFHA deems appropriate

III. Attendance requirements

Attendance at a briefing session is mandatory. An applicant must provide the SFHA will a valid reason for failing to attend a scheduled briefing session. The SFHA will schedule one additional briefing session for an applicant who provides a valid reason for missing a scheduled briefing session. Failure to attend the second scheduled appointment is a reason for denial of assistance.

IV. Term of the certificate/voucher

The initial term of the certificate or voucher will be for a period of 90 days. The start date of the certificate or voucher will be the date the certificate or voucher is provided to the applicant or participant. The SFHA will maintain a Register of issued Certificates/Vouchers to track the term.

Extensions of certificates/vouchers

If a certificate/voucher is due to expire, the certificate/voucher holder may request an extension of the certificate/voucher. In order for a request for an extension to be considered by the SFHA, the following conditions must be met:

1. The request for an extension must be in writing,
2. The request must be made prior to the expiration of the certificate/voucher.
3. The certificate/voucher holder must provide documentation that demonstrates the failure to locate suitable housing was due to an unavailability of housing, unavailability of housing that accommodates a disability, a prolonged illness of the certificate/voucher holder, death of a family member or a need to care for a family member with a prolonged illness.

If the certificate/voucher holder is requesting a extension due to the unavailability of housing, the holder must submit information that provides the names and telephone numbers of owners contacted and the reasons why units were not rented. The SFHA may contact owners to verify information provided by the certificate/voucher holder.

If appropriate documentation is submitted, the SFHA will grant one 30 day extension of the term of the certificate/voucher. The SFHA will revise the certificate/voucher holder showing the new expiration date. Under no circumstances will the total term of the certificate or voucher exceed 120 days.

Suspension (tolling) of certificates/vouchers

The SFHA will suspend the term of the certificate/voucher upon the receipt of the Request for Lease Approval (RLA). The term will remain suspended while the unit is being processed by the SFHA. A unit can be withdrawn from consideration by the SFHA (by determining the unit or owner is ineligible or the rent requested by the owner is not approvable), by the owner or by the certificate/voucher holder. If a decision is made to withdraw the unit, the SFHA will provide the certificate/voucher holder with a written notice of this fact, the reason for the withdrawal and the number of days remaining on the term of the certificate/voucher (this tolling period can be overridden at the discretion of the supervisor or director if there is a situation where additional time is not warranted). The SFHA will provide the certificate/voucher holder with a new RLA and other appropriate forms.

PART C: SPECIAL PURPOSE FUNDING

Occasionally, HUD will provide Section 8 certificate or voucher funding for a specific purpose. The SFHA has received allocations of special funding for the following categories:

- Homeless/Robert Wood Johnson
- Aftercare Program
- Earthquake Victims
- Geneva Towers Relocation
- Veterans Affairs Supportive Housing (VASH)
- HOPE VI Relocation/Replacement
- Conventional Public Housing Priority Transfers

Generally, when special funding is provided by HUD, instructions will be issued on the initial and subsequent use of the funding. The SFHA will administer the special funding in accordance with the HUD instructions.

Funds issued to families living in a specific project or development

HUD may issue certificates/vouchers to relocate families living in a Public or Assisted Housing project or development. These families must apply under the Section 8 programs, but since the purpose of the funding is for targeted families living in a specific project, and who qualify for special consideration e.g., priority transfers, the families need not be placed on the Section 8 waiting list. These families will qualify for immediate assistance as special admissions under 24 CFR 982.203 *Special admission (non-waiting list): Assistance targeted by HUD.* Examples of this type of assistance include the Geneva Towers relocation and the HOPE VI Relocation.

Section 8 Priority Transfers

Every fiscal year, the San Francisco Housing Authority will set aside 200 Section 8 subsidies to be utilized for public housing families who have met all criteria for priority transfer approval. Approved priority transfer public housing families are in immediate life threatening situations. Categories include Victim Witness, Domestic Violence, Emergency Security, Emergency Medical and Disability needs or a public housing family whose unit has been damaged by a disaster.

Priority transfer approval requires third party corroboration to support the application. Third party corroboration includes, but is not limited to, police reports and investigation by SFHA staff

which includes discussion with the attending police officer (s). The evidence must substantially show that the family is in an immediate life-threatening situation and that an immediate transfer would substantially abate the problem. If the priority is medical, the letter must state that the family's continued residency in their current dwelling will exacerbate a preexisting physical or mental condition into a life-threatening condition and must substantiate such a claim with specific detail. The SFHA will not approve priority transfers if the emergency situation will not be resolved by the transfer.

Approved public housing families who request Section 8 are eligible to receive Section 8 assistance if the family meets any one or more of the following criteria:

1. The dwelling unit has been damaged by fire, flood, or other cause (s) to such a degree that the unit is not habitable and has such extensive damage that temporary relocation is not cost effective for the SFHA.
2. The family has an emergency medical and/or disability need (including accessibility) that cannot be accommodated in the current dwelling unit and is expected to be long standing (more than one year) and the SFHA does not have units suitable to provide relief for the medical needs of the family because :
    - The Medical/Disability condition is likely to be of such duration that a temporary transfer is not cost effective and
    - The current dwelling unit cannot be modified either temporarily or permanently in order to accommodate the needs of the family.
3. An immediate threat to the life of a member of the family exists from one of the following sets of circumstances:
    - A member of the family is a Victim of Domestic Violence and the perpetrator is legally on the lease. A family in the Domestic Violence category is required to show proof of a temporary restraining order against the perpetrator or transitional residency for a minimum period of four (4) weeks at a shelter dealing specifically with victims of domestic violence.
    - A family member is a witness to a crime as a result of which their relocation has been deemed necessary for their protection by either the District Attorney's Office or the San Francisco Police Department
    - A family member is the victim of a hate crime which results in battery, assault, or emotional trauma perpetrated at the site of their dwelling unit. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or their property that is based on the person's race, color, religion, sex, national origin, sexual preference, handicap or familial status.

Public Housing families initiate a transfer request for a Priority Transfer by submitting an application to their property manager. The Property Manager will assist the resident with completing the application and advising the resident appropriately of the needed documentation to complete the request. In order to complete the request, the family must be:

- Eligible for continued occupancy
- Current on payment of rent and/or other charges and is not in violation of the lease. In cases of non-payment of rent, a stipulation for repayment will be established prior to receiving Section 8 assistance in appropriate cases.
- Willing to sign a statement of responsibility for damages incurred before exiting the public housing property.

Once the required documentation is completed, the application is transmitted to the Eligibility Department. Upon receipt of the priority transfer request, the Eligibility Department will date stamp the request for the review of the Eligibility Manager. The Eligibility Manager will review the request within 24 hours upon receipt of the request.

If the request is approved, every effort will be made to notify the resident by telephone and in writing of the approved request. The head of household and all legal adults on the lease will be required to meet with a member of the SFHA Eligibility Department to determine eligibility. If the family has met all requirements, the family will be issued a Section 8subsidy.

In all cases, if the family fails to secure an effective HAP (Housing Assistance Payment) contract within the federal statutory regulation of 120 days for the term of a certificate and/or voucher, the SFHA will have fulfilled it's contractual obligation to assist the family as defined in the SFHA Admissions and Continued Occupancy Policy and may not be processed for a transfer based on the same set of facts and/or circumstances. The family's name will be removed from the priority transfer list and cannot reapply for a priority transfer and/or Section 8 consideration based on the same cause.

The SFHA is not responsible for any interim or transitional housing, moving and/or storage costs.

Funds issued in conjunction with a specific program

HUD may issue certificates/vouchers to support special demonstration programs. When these programs involve special qualifications, a special waiting list will be established. The SFHA will initially review its regular waiting list for qualified families. If the review of the waiting list does not produce a sufficient number of qualified applicants, applications will be accepted for the program pursuant to an advertisement or through referrals from other agencies. If permitted by HUD, turnover units will be used to assist applicants on the special waiting list. Examples of this type of funding include the Aftercare and VASH programs.

PART D: OCCUPANCY POLICIES

Fair Housing Policy [24 CFR 982.54(d)(6)]

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to Certificate and Voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Certificate and Voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the HA's office in such a manner as to be easily readable from a wheelchair.

The San Francisco Housing Authority is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number.

Family definition

A family is two or more persons sharing residency whose income and resources are available to meet the family's needs, and who are either related by blood, marriage or operation of law, or who have evidenced a stable family relationship over a period of time (not less than one year). A family also includes a disabled family, a displaced family, an elderly family or an other single person as defined in 24 CFR Part 5.403.

Continuously assisted

An applicant is continuously assisted if the applicant is receiving assistance under the US Housing Act of 1937 when the certificate or voucher is issued. Programs under the US Housing Act include the Public Housing program, the Section 23 program and all Section 8 programs.

Unit transfers

A participant may move to a new unit if one of the following events occurs:

- The assisted lease for the old unit has terminated because the SFHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family. The family must submit a completed "Mutual Agreement Termination" form
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated)
- The family has given proper notice of lease termination to the owner and SFHA.

For voluntary moves by the family, the family must notify the SFHA, in writing, of their desire to move. The SFHA will issue a new certificate or voucher and other supporting documents. If the family does not locate a new unit or decides not to move, they must obtain the permission of the owner to remain in their current unit and notify the SFHA. If a new unit is located and a new lease and HAP contract executed, the annual recertification date will be changed to coincide with the new lease date.

Adding members to a participating family

Family members will be added to the assisted household as follows:

I. Birth, adoption or court-ordered custody

The family must notify the SFHA, in writing, of the birth, adoption or court-ordered custody of all minor children to the assisted household. This written notice must be submitted within 14 days of the event and include appropriate documentation. Documentation may include birth certificates, hospital records, adoption papers or court documents. It is the responsibility of the participant family to notify the owner of the changes.

II. Other additions

The family must request, in writing, and receive permission from the SFHA to add any other persons to the assisted household prior to the occupancy of those persons. In determining whether to approve the addition of the persons, the SFHA will consider:

1. Whether the person(s) meets the definition of family in this Admin Plan;
2. Whether the SFHA has appropriate grounds to deny assistance under 24 CFR 982.552 (b) to the person(s)(see Part A, Sec II under *Procedures for removing names from the waiting list*;
3. If a larger bedroom size unit is needed as a result of the addition, if funding is available to support the cost of the larger unit;
4. The willingness of the current owner to accept the additional person(s);
5. The relative need for housing of the person(s) proposed for addition;
6. For minor children (other than children related by birth or adoption to the head-of-household or spouse), information that those children cannot be adequately housed elsewhere and placement of the children in the household has been acknowledged by a social welfare agency.

The SFHA may deny the request if a primary reason for the addition is to preserve the current bedroom size or to allow a family or individual to circumvent the requirements of the current waiting list or application process.

III. Visitors

Any adult not included on the HUD 50058 who has been in the unit more than fifteen (15) consecutive days with HA approval will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or landlord will be considered in the making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA will terminate assistance since prior approval was not requested for the addition.

PART E: ENCOURAGING OWNER PARTICIPATION IN AREAS OUTSIDE OF LOW-INCOME OR MINORITY CONCENTRATION

The SFHA recognizes that costs of housing, low vacancy rates and limited Fair Market Rents will influence the participation of owners in areas outside of low-income or minority concentration. However, the SFHA will:

- Provide owners interested in participating in the Section 8 programs an information packet that can explain the basic features of the program
- Conduct individual or group program briefing sessions for new or prospective owners
- Meet with owner industry groups to explain the program and encourage participation.

PART F: ASSISTING FAMILIES EXPERIENCING ILLEGAL DISCRIMINATION

It is the policy of the SFHA to comply fully with all federal, state and local anti-discrimination laws. The SFHA will not discriminate against any individual or family because of race, color, creed, national or ethnic origin or ancestry, religion, sex, sexual preference, age, disability, handicap, military status, source of income, marital status, presence of children in a household, or because an individual has or is suspected of having Acquired Immune Deficiency Syndrome (AIDS).

During briefing sessions, families are provided with a HUD brochure, Fair Housing- It's Your Right, and a form HUD-903, Housing Discrimination Complaint. If an applicant or participation requests assistance, the SFHA will provide help in completing this form and forwarded it to the California State HUD Office of Fair Housing and Equal Opportunity.

For complaints involving state and local laws, the SFHA will refer the applicant or participant to the appropriate state or city offices. If available, the SFHA will provide forms for filing discrimination complaints to state or city offices.

PART G: INFORMATION PROVIDED ABOUT A FAMILY

If requested, the SFHA will provide to owners, for all families, the following information:

1. The family's current and prior address, as shown in the SFHA's records
2. The name and address, if known, of the landlords at the current and prior addresses. (The SFHA is not responsible for verifying information regarding prior landlords)

This information will be provided by the SFHA prior to the execution of the HAP contract.

If the family is a current or former resident in the SFHA's Public Housing program, the SFHA will provide information, upon the request of the owner, of the tenancy history of the family members.

A notice will be provided each applicant or participating family of the information that will be provided to any prospective landlord. This notice will be provided either in the briefing session or in an annual or interim reexamination of income and family composition. A copy of the notice will be signed by the family and made a part of the permanent file.

PART H: DISAPPROVAL OF OWNERS

The SFHA will not approve a HAP contract for a unit if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending
2. A court of administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The SFHA may decide not to approve a HAP contract for a unit if:

1. The owner has violated obligations under a HAP contract under Section 8 of the US Housing Act of 1937 (42 U.S.C. 1437f)
2. The owner has committed fraud, bribery or other corrupt or criminal act in connection with any federal housing program
3. The owner has engaged in drug-trafficking
4. The owner has a history of non-compliance with the Housing Quality Standards for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The SFHA may terminate any Section 8 HAP contract for an owner's breach of that contract.

The SFHA may not approve a HAP contract for a unit that is owned by a present officer of the SFHA or Board, an employee of the SFHA who influences decisions with respect to the Section 8 programs, an employee of the Leased Housing Division (or successor division) or a member of the California legislature or San Francisco government who exercises functions or responsibilities with respect to the Section 8 program. This restriction will last during and one year after the person's tenure in the position.

Owners will be notified, in writing, of a disapproval of a contract due to one of the reasons stated above. The reasons for the disapproval will be explained in detail. The notice will provide owners with an opportunity to schedule a meeting with a supervisor to discuss or refute the action.

Section 8 certificate/voucher holders will be provided with a listing of owners who have been disapproved by the SFHA. Depending on the seriousness of the violation, the SFHA will consider lifting the disapproval after one year from the date of the violation.

PART I: SUBSIDY STANDARDS

General guidelines

The subsidy standards provide the level of assistance appropriate for the family based on the family composition. In accordance with HUD requirements, the subsidy standards must provide the smallest number of bedrooms needed to house a family without overcrowding and must be consistent with the space requirements of the HQS.

The unit-size assigned to a participant serves as the basis for determining the maximum HAP that can be paid to an owner for the unit selected by the certificate/voucher holder. Once a unit-size is assigned to a family, that size will be maintained for the duration of the family's participation unless there is a change in family composition (including age changes of children). A certificate or voucher of a different bedroom size will be issued due to changes in family composition, if funding to support the new unit-size is available.

Unit-size

To avoid overcrowding, the SFHA will determine the appropriate unit-size on the basis that no more that two persons will be required to occupy the same bedroom. Children of the same sex will be allocated space for one bedroom. An unborn child be will treated as a child under **three** years of age. The following table contains the maximum and minimum number of persons per unit that the SFHA will use in determining the standard unit-size on the certificate or voucher:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
SROs	1	1
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Exceptions to standard unit- size

The SFHA may grant exceptions to the standard unit-sizes for any of the following reasons:

1. Two adult members who are not spouses or do not have a conjugal arrangement
2. Children of the opposite sex over **two** years of age
3. Spouses who cannot share a bedroom due to medical reasons
4. A parent/guardian and a child over **two** years of age
5. A live-in attendant who meets the following definition
    - Is determined by the HA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities
    - Is not obligated for the support of the person(s)
    - Would not be living in the unit except to provide care for the person(s).
6. A live-in aide is treated differently than family members:
    - Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits
    - Live-in aides are not subject to Non-Citizen Rule requirements
    - Live-in aides may not be considered as a remaining member of the tenant family
    - A Family member who chooses to be a live-in aide may not later request to be considered a family member and benefit from the subsidy
    - The family member will be required to sign a document acknowledging the fact that they understood they are not entitled to the subsidy.
    - Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
    - Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.
    - A Live in Aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.
    - **Verification must include the hours the care will be provided**
    - The HA has the right to disapprove a request for a live-in aide based on the other criteria for eligibility listed elsewhere in this administrative plan.

7. Requirements for an additional bedroom due to medical reasons

   - Requests for exceptions to the bedroom size for medical reasons will require a letter from a qualified health-care professional that provides that an additional bedroom is necessary for special equipment or for providing additional space for a disabled person or family member with a prolonged illness.

8. A single pregnant woman without other children will be treated as a two-person family
9. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining bedroom size
10. Multi-generational situations, such as grandparent and grandchild or uncle/aunt and nephew/niece
11. Full-time students who are temporarily away from home while attending school.

Selecting a larger or smaller sized unit

Although the SFHA determines the occupancy standards, it is important to note that those standards are for establishing the certificate or voucher size to be issued to the family. It is the family that selects the actual size of the unit they wish to occupy. With certain restrictions, the family may select a larger or smaller unit size than is indicated on the certificate or voucher. A family selecting a unit of a different unit-size must indicate the change on the RLA.

I. Certificate program

A family may select a larger sized unit if the gross rent (contract rent plus utility allowance) for the unit selected does not exceed the Fair Market Rent (FMR) for the unit-size on the certificate that was issued by the SFHA. The SFHA will not grant an exception rent above the FMR to accommodate a larger unit-size.

A family may select a smaller sized unit if the gross rent for the unit selected does not exceed the FMR for the unit-size that is selected and the space standards under the HQS are met. The family may choose to use a living room as a sleeping area for up to two people.

The SFHA will provide a utility allowance for any tenant-paid utilities based on the actual unit-size of the unit to be occupied.

II. Voucher program

A family may select a larger sized unit at any time under the voucher program. The SFHA will calculate the HAP based on the Payment Standard for the unit-size on the voucher issued by the SFHA. The family will be responsible for any additional amount of rent above the Payment Standard.

A family may select a smaller sized unit if the HQS space standards are met. The family may choose to use a living room as a sleeping area for up to two people. The SFHA will calculate the HAP based on the Payment Standard for the smaller size unit selected.

The SFHA will provide a utility allowance for any tenant-paid utilities based on the actual unit-size of the unit to be occupied.

PART J: FAMILY ABSENCE FROM THE DWELLING UNIT

Participants must advise the SFHA, in writing, of any projected absences from the unit that will last longer than 30 consecutive calendar days. The absences may not last longer than 60 calendar days. The notice must state the beginning and ending dates of the absence, the reason for the absence and must provide that the family will continue to comply with the Section 8 program obligations and with the terms and conditions of the lease, including but not limited to the payment of rent and utilities. The family must advise the SFHA, in writing, of the actual date of re-occupancy of the unit.

Absence from the unit is defined as the absence of all members of the family. If all adult members of the family will be absent, but the head-of-household desires that minor children remain, the SFHA will consider approving an adult substitute for the unit. The adult must meet the definition of family contained in this Admin Plan, must provide appropriate income information, agree to pay the revised rent, must sign any waiver to verify the income and must agree to leave the unit when the other family members return. The substitute family member must be acceptable to the landlord.

Reason for a temporary absence from the unit may include:

- Hospitalization
- Vacation
- Caring for a sick family member in another location
- Military duty
- Training or education
- Other reasons as approved by the SFHA.

The SFHA may verify the re-occupancy, at the discretion of the SFHA, by letters to the unit address, telephone calls to the family, contacts with the landlord or neighbors or visits to the unit.

Participants must also advise the SFHA, in writing, if any family member moves from the unit within 14 days of the move.

Applicants and participants will be informed of their requirements to report family absences during the initial program briefing or an annual or interim reexamination of income.

PART K: FAMILY BREAK-UPS

In the event of a family break-up by divorce or legal separation, the SFHA will determine which of the remaining family members will continue to receive the Section 8 certificate or voucher. The SFHA determination will be made based on the following priorities:

1. Mutual agreement of the family members. All adult family members must sign a mutual agreement form
2. A court stipulated determination of which household retains the assistance
3. The interest of minor children or of ill, elderly or disabled family members
4. The interest of family members who are victims of actual or threatened physical violence directed against a family member by a spouse or other member of the applicant household. Certification from the local police department, a social service agency, court of proper jurisdiction, or clergy, physician or facility that provides shelter or counseling to the victims of domestic violence will be required to verify the domestic violence
5. The continued use of the assistance in the current unit
6. Head-of-household.

The family must notify the SFHA, in writing, within 14 days of the action causing the break-up and request a determination of the assignment of the assistance. The SFHA may schedule a meeting with the family members to discuss the assignment.

If the family breaks-up only one Section 8 assistance will continue to be paid. Additional Section 8 certificates or vouchers will not be issued to accommodate the other family members. However, the other family members may apply for assistance in accordance with the provisions of part A of this Admin Plan.

Split Households Prior to Certificate/Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household
2. Which family unit retains the children or any disabled or elderly members
3. Restrictions that were in place at the time the family applied
4. Role of domestic violence in the split
5. Recommendations of social service agencies or qualified professionals such as children's

protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

PART L : INFORMAL REVIEWS

The SFHA may deny listing an applicant on the waiting list, deny the issuance of a certificate or voucher, withdraw an issued certificate or voucher, refuse to enter into a HAP contract or approve a lease and refuse to process or provide assistance under the portability procedures due to any of the grounds listed in 24 CFR Part 982.552 (b):

- Violation of family obligations
- Member of family previously evicted from public housing
- HA has terminated assistance to any member of the family
- Family member convicted of drug-related or violent criminal activity
- Family member commits a crime in connection with any federal housing program
- Family owes rent to SFHA or another HA
- Family has not reimbursed SFHA or another HA for amount paid to an owner under a HAP contract
- Family breaches an agreement with SFHA or another HA to repay amounts owed
- Family participating in the FSS program fails to comply with the contract of participation
- Family engaged in or threatened abusive or violent behavior).

Upon a determination of a denial of assistance, the SFHA will provide the applicant with a written notice stating:

- What specifically is being denied
- The grounds for the denial
- That the applicant has a right to an informal review
- That the applicant has a right to present oral or written objections to the SFHA decision
- That the informal review must be requested in writing and be post-marked within 14 days of the notice. The applicant must notify the SFHA of a need for an interpreter or they may advise the SFHA that they are bringing an interpreter of their choice.

The SFHA will schedule the informal review within 30 days of receipt of the request for an informal review. Requests for informal reviews which are not post-marked within the stated deadline will not be scheduled. The SFHA will notify the applicant, in writing, of the scheduled date and time of the informal review. The applicant must notify the SFHA, prior to the date of the informal review if they cannot attend the meeting and must provide a valid reason for not attending. The SFHA will provide one additional opportunity for an informal review. An applicant does not have a right for an informal review for any of the reasons listed in 24 CFR 982.554 (c):

- Discretionary administrative determinations by the HA
- General policy issues or class grievances
- Determination of family unit size
- Determination not to approve an extension or suspension of time under a certificate or voucher term
- Determination not to grant approval to lease a unit
- Determination that a unit is not in compliance with HQS
- Determination that a unit is not in compliance with HQS because of the family size or composition).

The review will be conducted by a person designated by the SFHA other than the person who made the decision or a subordinate of that person. The staff person most knowledgeable of the action will be available during the hearing. Copies of relevant documentation will be provided for the reviewing official and the applicant.

The reviewing official will notify the applicant and the leased housing division, in writing, of the final decision. The notice will include a brief statement of the reasons for the decision. This written notice will be completed within 14 days of the informal review.

PART M: INFORMAL HEARINGS

Program family obligations for participants are contained in 24 CFR 982.551. The grounds for termination of assistance are contained in 24 CFR 982.552. The reasons when an informal hearing may and may not be granted are contained in 24 CFR 982.555.

The family obligations are provided in 24 CFR 982.551:

- Family must supply any information SFHA deems necessary in administration of the program
- Family is responsible for any HQS breach caused by the family
- Must allow the HA to inspect the unit at reasonable times with reasonable notice
- May not commit any serious or repeated violation of the lease
- Must notify the HA and owner prior to moving out of the unit
- Must promptly provide HA with copy of eviction notice
- Must use unit for residence by the family
- Must supply any information to HA to verify family is living in unit
- Must not have any ownership interest in the unit
- Must not commit fraud, bribery or any other corrupt or criminal act in connection with the program
- May not engage in any drug-related or violent criminal activity
- May not receive Section Eight assistance while receiving other housing assistance).

Situations where a hearing **must** be granted:

- To consider HA decisions that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate
- To consider HA decisions to terminate assistance because of a family's action or inaction
- To consider HA decisions to terminate assistance because the family had been absent from the unit for longer than permitted under the HA administrative plan.

Situations where a hearing **may** be granted:

- To consider HA decisions regarding the family's annual or adjusted income
- To consider HA decisions regarding the appropriate utility allowance
- To consider HA decisions regarding the family unit size.

Situations where a hearing **will not be** granted:

- To consider discretionary administrative determinations by SFHA
- To consider general policy issues or class grievances
- To consider establishment of the HA schedule of utility allowances for a family
- To consider a determination not to approve an extension or suspension of time from a certificate or voucher
- To consider a determination not to approve a unit or lease
- To consider a determination that a unit is not in compliance with HQS
- To consider a determination that a unit is not in compliance with HQS because of family size
- To consider a determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

During the briefing session, the SFHA will provide the applicant with the family obligations, grounds for termination of assistance and informal hearing procedures. During reexaminations, the SFHA will remind participants that the participant may request an informal hearing if they do not agree with the determination of annual or adjusted income and the computation of the HAP, the determination of the utility allowance and the determination of the family unit size.

The SFHA will notify the participant, in writing, regarding determinations that a family is residing in a unit size that is too large for the family size or a decision to terminate assistance. The notice will contain:

1. A brief explanation of the reasons for the decision
2. A statement that the family may request an informal hearing
3. An explanation that the request for an informal hearing must be in writing and be post-marked within 14 days of the date of the notice. The participant must notify the SFHA of a need for an interpreter or they may advise the SFHA that they are bringing an interpreter of their choice
4. An explanation that the participant may:
    - Examine, before the hearing, any document that will be used in the hearing and to receive a copy of the documents
    - Be represented, at their expense, by a lawyer or other representative
    - Present evidence or witnesses and question any witnesses of the SFHA.

The SFHA will schedule the informal hearing within 30 days of the receipt of the request for a hearing. Requests which are not post-marked within the deadline will not be scheduled. The SFHA will notify the participant, in writing, of the date and time of the informal hearing. The participant must notify the SFHA, prior to the date of the informal hearing if they cannot attend

and must provide a valid reason for not attending. The SFHA will provide one additional opportunity for an informal hearing.

The informal hearing will be conducted by a person designated by the SFHA other than the person who made the decision or a subordinate of that person. The staff person most knowledgeable of the action will be available during the hearing. Copies of relevant documentation will be provided for the reviewing official and the applicant. All hearings will be recorded on audio-tape. Copies will be provided to the applicant at a cost of $3.00 per tape.

The reviewing official will notify the applicant and the leased housing division, in writing, of the final decision. This written notice will be completed within 14 days of the informal hearing.

The SFHA will not be bound by a decision made by the hearing office that:

1. Concerns a matter for which the SFHA is not required to provide an opportunity for an informal hearing under 24 CFR 982.555, or that otherwise exceeds the authority of the Hearing Officer under the SFHA hearing procedures
2. Are contrary to HUD regulations or requirements, or otherwise contrary to Federal, California or San Francisco law.

If a determination is made that the SFHA is not bound by a hearing decision, a notice will be mailed to the family that explains the reason for the determination.

A family may only appeal a hearing decision for a decision that is contrary to HUD regulations or requirements, or otherwise contrary to Federal, California or San Francisco law. The appeal must be in writing to the Director of Leased Housing, San Francisco Housing Authority, 440 Turk Street, San Francisco, CA 94102, and sent within 15 days of the date of the decision by the Hearing Officer.

PART N: ESTABLISHING AND REVISING PAYMENT STANDARDS

The SFHA has established Payment Standards for each bedroom size in the voucher program. The SFHA will annually review the Payment Standards to determine if revisions are warranted in order to make housing affordable in San Francisco. It should be noted that the higher the Payment Standards, the fewer number of families the SFHA can assist under the voucher program. The goal of the SFHA is to achieve a balance between providing affordable housing and assisting the maximum number of families.

The SFHA will annually review the housing costs paid by participants assisted under voucher HAP contracts using the following procedures:

1. A random sample of ten percent of the total voucher contracts will be drawn
2. From these contracts, the SFHA will collect the following information by bedroom size from the Creative Computer Solutions (CCS) system:
    - Total tenant payment (gross rent less HAP)
    - Adjusted monthly income
    - Percent of TTP to AMI
3. The number of families paying under 30 percent of AMI, 30 to 40 percent of AMI and over 40 percent of AMI will be determined.

If more than 25 percent of the families are paying more than 40% of the AMI for rent, then an increase in the Payment Standards may be indicated. However, the costs of the housing may be a result of the superior condition and location of the housing. To determine the impact of the condition and location, the client files will be reviewed for all cases in which the participant is paying more than 40 percent of AMI for rent. The following information will be collected:

1. The overall condition of the unit based on the latest inspection report (Excellent, Good, Fair, Marginal)
2. The location of the unit (High Income, Medium Income, Low Income).

Based on the above review, if the costs of the housing does not appear to be caused by the condition and location, then the Payment Standards will be adjusted to the level for which less than 25 percent of the families are paying 40 percent or less of the AMI for rent. However, the revised Payment Standards may not exceed the latest published FMRs.

Revised Payment Standards will be effective beginning with the certificates or vouchers issued immediately after the approval of the new Payment Standards, at the next annual re-examinations for participating families or at a mandatory interim re-examination under part Q of this Admin Plan.

PART O: SPECIAL HOUSING PROGRAMS

HUD has identified the following types of special housing types:

- Single Room Occupancy (SRO)- housing that does not require the unit to contain both a bathroom and kitchen
- Congregate housing-apartment housing with common dining facilities
- Independent Group Residence-a dwelling for the use of two to twelve elderly or disabled individuals and which has a planned program of continual supportive services
- Shared Housing- a single housing unit shared by two families
- Cooperative housing- this is a method of ownership
- Manufactured housing- also known as mobile homes.

The SFHA adopts the special rules for computing income and for conducting HQS inspections, as contained in 24 CFR 882 *Section 8 Certificate and Moderate Rehabilitation Programs*, for the Congregate housing, Independent Group Residence, Cooperative housing and manufactured housing programs.

The SFHA will permit assistance to be used in units approved for Single Room Occupancy (SROs). An SRO unit may have, but is not required to have, either a kitchen or bathroom. However, a shared kitchen and bath must be available for clients use in the building.

- Rents for SRO units assisted by a Section 8 certificate will be limited to 75 percent of the published 0 (studio) bedroom Fair Market Rents
- The Voucher Payment Standards for an SRO unit will be equal to 75 percent of the 0 bedroom Voucher Payment Standards
- No persons, other than the person issued the certificate or voucher, may occupy the SRO unit
- SRO units must meet the HQS as defined in 24 CFR 882.109 (p).

The SFHA chooses to not permit certificates and vouchers to be used in shared housing units.

PART P: REPAYMENT AGREEMENTS

Section 8 participants may incur debts to the SFHA as a result of failure to accurately report income and family composition, for charges due under the lease that are paid by the SFHA and, under the certificate program, payments for units vacated in violation of the lease. Section 8 landlords may also incur a liability as a result of overpayment of HAP. The SFHA may, at its sole discretion, initiate a termination action, require repayment in a lump sum or allow the debtor to execute a promissory note to repay the debt over a period of time. The SFHA will take into consideration the amounts owed and the likelihood that the debtor will repay the debt before approving a repayment plan.

Participants

When a debt from a participant is established, the SFHA will determine whether there are other outstanding repayment agreements. If there are and the participant is not current on all payments, the SFHA will not execute a new repayment agreement. The participant will be required to pay the debt in full in order to continue to receive assistance from the SFHA. If there are no outstanding repayment agreements or if an agreement exists, the participant is current on all payments and the participant has adequate resources, the SFHA will allow the participant to enter into a promissory note to repay the new debt. The SFHA will require repayment over a twelve month period, with an initial payment of no less than 25 percent of the amount owed and eleven additional monthly payments over the remaining period. For debts in excess of $1,000, the SFHA will consider a repayment agreement over eighteen months, with an initial payment of no less than 25 percent of the amount owed and seventeen additional monthly payments over the remaining period. The promissory note will specify the amounts and due dates of the payments.

Participants are expected to make all payments on a timely basis unless prior arrangements are made with the SFHA due to circumstances beyond the control of the participant. Upon the failure of the participant to make a payment, the SFHA will send a reminder notice requesting payment within five calendar days. If there is no response or a second payment is missed, the SFHA will send a letter demanding full payment of the outstanding amount. If a full payment is not received, the SFHA will initiate a termination of assistance action. The SFHA may periodically employ a collection agency to collect debts from terminated participants.

Applicants

Applicants who owe money to any SFHA housing program or to any other Public Housing Agency (PHAs) will be required to repay the amount in full prior to receiving a certificate or voucher.

Owners/landlords

In situations where a contract is not canceled in the system on a timely basis, the owner may receive HAPs for periods for which he or she are not entitled. This results in amounts that are due back to the SFHA.

If the landlord has a current contract in the system, an entry will be made in the system to adjust the overpayment against subsequent HAPs, provided that the amount of overpayment can be repaid within two months. However, if the amount will take longer than two months to repay, or if the overpayment cannot be offset against subsequent HAPs, an invoice will be generated to the landlord with the amount due to the Housing Authority immediately.

PART Q: INTERIM RE-EXAMINATIONS

Changes required to be reported by participants

The SFHA will annually re-examine the income and family composition of each participant of the Section 8 certificate and voucher programs. These annual re-examinations will be scheduled at least 90 days before the anniversary date of the HAP contract and lease so that any changes resulting from the re-examination will coincide with the anniversary dates of the leases and HAP contracts. Specific instructions for processing annual re-examinations are contained in a separate document.

Changes in family income and/or composition may result in the need for an annual re-examination and changes in Tenant Rent and HAP. Participants must report the following changes, in writing, to the SFHA, within 14 days of the change:

1. Additions to the family through birth, adoption or court-ordered custody of minor children. The participant must obtain the permission of the SFHA to add any other persons to the family (see Part D of this Admin. Plan)
2. Dates that family members are no longer living in the assisted units
3. Increases or decreases in income or benefits of any kind. The SFHA will make the determination, based on 24 CFR 5.609, whether the income is to be included or excluded in calculating the participant's portion of rent.

Participants must report the following changes. Revisions will be implemented only if the changes result in a decrease to the amount of the participant's portion of the rent:

1. A change in disability status of any family member
2. A change in the school status of a full-time student 18 years of age and older
3. For elderly and disabled families, changes in medical expenses
4. For eligible families, changes in child-care or disability assistance expenses
5. Changes in the status of live-in aides and foster children.

SFHA initiated re-examinations

The SFHA will require interim re-examinations as follows:

1. Families or individuals who report receiving zero income will be required to attend an interim re-examination every 90 days. Each family member 18 years of age and older must sign a statement of zero income, if applicable
2. Interim re-examinations are required from households who wish to transfer to another unit (if the last re-examination occurred greater than 60 days ago)
3. The SFHA may require an interim re-examination when the SFHA has reason to believe that the participant has misrepresented the facts upon which its rent portion is based.

Effective dates of interim re-examinations of rent

If reported in a timely manner, changes that decrease the amount of rent payment made by the participant will be made effective the first of the month following the receipt of the written notice. No retroactive changes will be made if the notice of the change is not timely reported.

Changes that increase the amount of payment made by the tenant will be made effective the first of the second month following the date in which change occurs. If the changes are not reported in a timely manner, the participant will be responsible for paying any retroactive charges.

The SFHA will defer processing increases of income as follows:

1. Increases of less than $50 per month until the next annual reexamination

2. Increases of income due to earned income for persons moving from welfare to work for six months or the next annual re-examination, whichever occurs the earliest. This exemption will be granted only one time per assisted family.

An interim re-examination will not be required if the participant requests to move to a new unit within 60 days of the last annual re-examination.

Errors made by the SFHA will not adversely effect the participant. Errors that resulted in overpayment of rent by the participant will be reimbursed to the participant. Errors by the SFHA that resulted in underpayment of rent by the tenant will not result in a retroactive payment from the tenant. The change in rent will be made effective the first of the second month following notice to the participant and owner.

PART R: RESTRICTIONS ON THE NUMBER OF MOVES

Due to the relative lack of available housing in San Francisco, the SFHA will impose few restrictions on the number of moves made by Section 8 participants.

1. Participants must advise the SFHA, in writing, at least 30 days prior to any move
2. Participants must fulfill all obligation under the lease with the owner. The initial term of the lease will be for a period of at least one year. The participant should receive the written permission of the owner in order to move during the initial lease term
3. Applicants who were not residents of the City and County of San Francisco when they applied for Section 8 assistance may not move under the portability rule during the first year of assistance unless the PHA with jurisdiction in the area where the family is moving agrees to the move.

Moves made in violation of the lease agreement or without proper notification to the SFHA, may result in a termination of the Section 8 assistance.

In certain instances (e.g. overcrowding, decrease in family size, owner not meeting housing quality standards, etc.) SFHA may require that the family move.

PART S: BOARD APPROVAL THRESHOLD FOR EXPENDITURES FROM THE ADMINISTRATIVE FEE RESERVE

Approval from the Board of Commissioners must be obtained prior to any expenditures for housing related purposes from any Section 8 Administrative Fee Reserves (also known as the Operating Reserve) that exceed $5,000. The SFHA will not transfer any amounts from the reserves to other accounts for the purpose of avoiding this Board approval threshold. The SFHA may invest Administrative Fee Reserves in approvable securities as long as the identity of the funds and the proceeds of the investments remain with the Section 8 programs.

SAN FRANCISCO HOUSING AUTHORITY
1815 Egbert Avenue, Suite 212
San Francisco, CA 94124

MEMORANDUM

TO: Mr. Davis
Acting Executive Director

FROM: Barbara Smith B.T. Smith
Housing Development Division Director

DATE: OCTOBER 23, 1997

RE: CAL 1-18(4), ALICE GRIFFITH
SECURITY FENCING/GATES

This memorandum is in response to the Commission request for a summary of the Alice Griffith contract for security fencing and gates. The Commission specifically asked for information on Change Orders to this contract.

On April 7, 1997 the Authority solicited responses to a Request For Proposals (RFP) from four contractors to construct security fencing and gates at Alice Griffith. Due to an urgent need for increased security, the RFP process was on an accelerated schedule.

In response to our solicitation, we received only one package from Holland Iron Works. The other contractors said that they were in the midst of bidding on other jobs and were not able to respond at this time. The contractors contacted were Colonial Iron Works, Nueva Castilla Company, Anchor Fence Company and Holland Iron Works.

The package from Holland Iron Works was received on April 11, 1997 and a Pre-Award conference was held on May 1, 1997 at 9:30 a.m. Contract No. 97032 was awarded and the Notice to Proceed was issued on May 21, 1997. The job began on June 16 and was scheduled to be completed by July 27, 1997.

Change Orders for this contract are as follows:

1. Change Order No. G-1 for the amount of $ 10,837.00 dated July 2, 1997. Staff reviewed this scope of work increase, evaluated the cost and determined the pricing to be acceptable. The change order was approved and executed.

The items in the change order include:
Item 1: Pick up K-rails from Potrero Terrace hill and moving them down to Fitzgerald Street to protect the gates while they were being installed.
Item 2: Re-route 14 feet of sidewalk to the north towards the retaining wall to maintain a 6'-0" wide sidewalk and to allow for a pedestrian gate. This included all work involved in a 14 feet x 16 feet area and included all excavation, forming and concrete fill.
Item 3: Extend fencing on south side of Griffith Street to close the gap between the new fence and the existing cyclone fence.
Item 4: Fabricate and install three (3) steel boxes to protect the motor and batteries on the driveway gates. They were made of 1/8" steel plate boxes with hinge covers and padlock device.

2. Change Order No.G-2 was for the amount of $ 29,335.38 dated July 15, 1997. The Authority project architect learned of much better card access equipment than was specified in the RFP. The electronic equipment vender included in the Holland Iron Works porposal was able to provide this better quality equipment. The change order was approved and executed.

The Items in this change order include:
Item 1: Card access system upgrade to be installed by Holland Iron Works. This system is a computer based system to allow the SFHA to monitor pedestrian traffic to the development and to remove a card user from the system computer at the property office.
Item 2: Furnish and install one electronics supplied computer for the property manager's office.
Item 3: Provide a battery back-up system for the entire system to work in case of power failure for between two to three hours. The company is providing power guard back-up power source Model 3PX-1038.
Item 4: Fire department emergency key switch access required by and for the exclusive use of the SF Fire Department. This key switch is mounted on the Electronic Innovations card reader housing.
Item 5: Pick up more K-rails at Hunter's Point and deliver to Griffith Street for protection of the card key system during construction.

3. Change Order No. G-3 for the amount of $ 27,168.98 dated August 22, 1997. After the gates were installed, trouble began with automobiles trying to come in through the exit gate and running into them. The contractor is still required to take the gates back to his shop for repair work. The Authority project architect proposed installation of these controllers so that this gate will be not be a constant problem. This change order was approved by the Commission and has now being processed for execution.

The following items are included in this change order:
Item 1: Return all six (6) K-Rails from Alice Griffith back to Potrero Hill and Hunter's Point area.
Item 2: Install push button gate controller for kiosk to allow security guards to open and close vehicle and pedestrian gates.
Item 3: Install motorized traffic controller at the Griffith Street exit gate where the grids in the street will prevent vehicles from entering the development from Griffith Street. Emergency vehicles will have a key to come in from Griffith Street if needed.

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HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

The Housing Authority of the City and County of San Francisco met in session at 440 Turk Street, San Francisco, California on Thursday, October 23, 1997 at 4:05 p.m.

The meeting was called to order by Vice President Paula Kitses.

1. **ROLL CALL:**

Roll Call found the following members to be:

PRESENT:	Paula Kitses, Vice President	
	Lee Alfred, Commissioner	
	Richard Ford, Commissioner	
	Marisa Moret, Commissioner	

A quorum was present

ALSO PRESENT:	Dr. Emma McFarlin, Executive Monitor	
	Joseph M. Hamblin, Legal Counsel	
LATE ARRIVALS:	Sululagi, Palega, Sr., President	(arrived at 6:45 p.m.)
	Shirley Byrd, Commissioner	(arrived at 6:45 p.m.)
	Rev. Norman Fong, Commissioner	(arrived at 5:14 p.m.)
ABSENT:	None	

2. **APPROVAL OF AGENDA:**

Commissioner Paula Kitses moved to approve the agenda for October 23, 1997. Commissioner Richard Ford seconded the motion. The agenda for October 23, 1997 was UNANIMOUSLY APPROVED BY THE QUORUM.

3. **APPROVAL OF MINUTES:**

DISCUSSION:

Commissioner Maria Moret, brought to the Board's attention one correction. In the minutes of July 29, the Commissioners that were present were also shown as absent. After noting the needed correction, Commissioner Marisa Moret made the motion to accept the minutes and Commissioner Ford seconded.

UNANIMOUSLY APPROVED BY THE QUORUM

4. **GENERAL COMMUNICATIONS**

None

5. **REPORT OF THE SECRETARY**

Dr. McFarlin stated that a quorum was present, and Commissioners Sululagi, Palega, Sr., Shirley Byrd, and Rev. Norman Fong, were on tour to visit the Alice Griffith and ~~15th~~ 18th St Street Development. Supervisor Amos Brown has been impress with the HA's modernization program and wanted Rev. Jessie Jackson to see what we have achieved, as a model plan to try and get other cities to follow the kind of program that has been instituted here. One of the first stops that the tour made was the Sunnydale development where Commissioner Byrd lives and certainly she wanted to be at home to greet them when they came to her development. Dr. McFarlin mentioned two very important items on the agenda, the Admission and Occupancy Policies and the other was the Admin. Plan for Section 8.

6. **COMMITTEE REPORT**

Commissioner Marisa Moret requested, if there was no objection, could she make the Committee Report after Executive Session and all agreed to wait until the end of the session.

7. **REPORT OF COUNSEL**

None

8. **TENANTS REPRESENTATIVES REPORT**

None

9. **PUBLIC COMMENT ON ITEMS ON AGENDA**

None

RESOLUTION NO. 4619
DATE ADOPTED 10/23/97

Resolution Approving Write-Off Of Vacated Tenant Accounts Receivable In The Amount Of $428,019.22 For The Entire Fiscal Year Ending September 20, 1997

WHEREAS, HUD Handbook 7511.1 Chapter 11, Section 1 details procedures relative to the write-off of Tenant Accounts Receivables and the San Francisco Housing Authority has complied with these procedures; and

WHEREAS, the handbook requires that the write-offs of Tenant Accounts Receivable must be approved by the Board of Commissioners or by a designated official to whom such authority has been delegated by the Board of Commissioners; and

WHEREAS, the Board of Commissioners is authorized by Resolution No. 2784, dated February 27, 1986, to write-off vacated accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The vacated accounts are approved for write-off as follows:

   For the entire Fiscal Year 1996-1997 Debit Balances of $428,019.22

2. This resolution shall take effect immediately.

APPROVED AS TO FORM:

/s/Mr. Hamblin
Legal Counsel

10/23/97
Date

DISCUSSION

Mr. Williams asked for an adoption of a Write-off for the vacated tenants accounts only. The Write-Off would be for residents that had either been evicted, moved out, abandoned their apartments, evicted for non payment of rent or evicted for cause. Cause being such issues relating to violations of their dwelling lease. That could be an involvement in illegal activities, drug use, drug sales, pitbulls, guns and things of that nature. Mr. Williams is working with the National Tenant Network for the purpose of tracking any resident who applies for any public housing or any subsidize housing, any place in the country. Before they can receive housing anywhere, they will have to clear their balance with this Housing Authority here in San Francisco. A good example is Alice Griffith, as of October last year had, $131,000.00 of delinquent accounts, this year the amount has been decreased by 65%, it's down to $46,000.00.

Commissioner Ford wanted to know what the total Accounts Receivable for this year is. Mr. Williams, stated that he couldn't give an exact figure, but would have to get those numbers from the finance department. However, he thought it was somewhere around $2.5 million. Commissioner Ford asked if the amount that they were being asked to write-off today, represented the accounts that efforts to collect had been exhausted. Mr. Williams answered, correct. Commissioner Ford made the motion to adopt the resolution and Commissioner Maria Moret seconded the motion and the resolution, passed by aye votes from Commissioner's Kitses and Alfred. (Commissioners, Palega, Fong, and Byrd were absent for the vote).

UNANIMOUSLY APPROVED

RESOLUTION NO. 4620
DATE ADOPTED: 10/23/97

Resolution Ratifying The Execution Of An Insurance Policy With Unigard Insurance Company And Payment For Fleet Insurance Coverage For Fiscal Year 1997-98 In An Amount Not To Exceed $169,963.00

WHEREAS, the Authority solicited proposals through a third party insurance broker for fleet insurance to replace the policy that expired on September 30, 1997 as follows; and

• Unigard Insurance Company	$169,963.00
• St. Paul Insurance Company	Unable to match expired pricing
• Kemper Insurance Companies	Pricing Capability is limited
• The Hartford	Cannot improve upon pricing
• The Hartford Marine Underwriters	Cannot be competitive
• Firemans's Fund Insurance Company	Risk's operations/exposure to loss

WHEREAS, The Authority reviewed the proposals submitted in accordance with procurement regulations and determined that Unigard Insurance Company could provide

the necessary insurance coverage in a manner that is most advantageous to the agency, cost and other factors considered; and

WHEREAS, funding for this service is available as part of the Authority's operating budget and Section 8 Administrative fees for Fiscal Year 1997-98; and

WHEREAS, based on the foregoing discussion and the need to obtain fleet insurance to avoid a Lapps in coverage, the Authority proceeded to authorize the implementation of a policy pending Commission ratification thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director, or his designee, is hereby authorized to provide funding for a fleet insurance policy with Unigard Insurance Company in an amount not to exceed $169,963.00 during fiscal year 1997-98, except as provided for under the procurement policy adopted by the Commission on June 13, 1991.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

/s/Joe Sandoval, Deputy City Attorney — October 23, 1997
Joe Sandoval, Deputy City Attorney — Date

Material prepared by Vivian Bains, Materials Management

DISCUSSION

Vivian Bains explained this insurance policy is to covers all of Housing Authority vehicles that we currently own and operate. It also covers any leased vehicles that we currently have so therefore, this is to ratify our insurance policy that expired. Commissioner Ford noticed that only one company had responded and that was Unigard Insurance Company. He wanted to know if there were other Company's that responded. Dr. McFarlin mentioned that on the last page there were the responses from others. However, Unigard responded with a lower bid and St. Paul Insurance responded that they were unable to match the price.

Commissioner Ford made the motion to accept and Commissioner Moret seconded. (Commissioners, Palega, Fong, and Byrd were absent for the vote).

UNANIMOUSLY APPROVED

Resolution To Adopt The Proposed Revision To The San Francis Housing Authority's Admission And Continued Occupancy Policy (ACOP) Which Will Establish Home Visits, Pre-Occupancy Training Programs, Interproject Transfers And Greater Flexibility And Administering The SFHA's Resident Transfer Program.

Carmen Rosalls, Eligibility Manager spoke on the draft of the above resolution and it's update. She stated that the conventional Public Housing Program is administered by this Admissions and Continued Occupancy Policy both on the eligibility side and also for continue occupancy. Over the past ten years the Housing Authority has adopted various resolutions that have to do with the ceiling rent policy from the ceiling rent policy to various other aspects from transfers and assignments and the collection of rent. Unfortunately there's never been a completed document.

Commissioner Kitses asked if all the items that were in the note book were amendments to the package they received at the beginning of the week? Carmen replied that there were four changes and many of them were editorial comments. On page 3 under Processing Applications for Admission to Public Housing, just a little bit of the language was changed.

Commissioner Ford stated he would feel more comfortable if there was a larger representation of the entire Commission before the resolution was adopted. He also wanted to know if it would be prudent for the attendees to wait until the entire Commission was present to discuss and comment.

Commissioner Ford moved to table the resolution until more Commissioners are present. The motion to TABLE carried unanimously.

Brad Fralic from Deloitte and Touche was contracted to work with the Housing Authority here to help in meeting the bench marks that HUD has put forth for the Section 8 Department and to help out with the reorganization and to develop some procedures and internal controls. One of the top priority HUD has indicated, is we need to develop an administrative plan. The Administrative plan you have before you is what we've been calling a living document. It's not intended to be final in that it's done and put away and won't be touch for five years. This Administrative Plan is the first step of getting control of the operation of the Section 8 Program back into the hands of the local authority. Mr. Davis is recommending that the attached resolution be adopted at our meeting here today.

Commissioner Ford stated that he has an issue with the priority transfer policy and he could tell from the document exactly what was happening. The plan represents a change in the status for priority transfer policies but one in which various groups, specifically victims of hate crimes and victims of domestic violence would receive priority to Section 8 certificates.

Commissioner Fong, arriving late stated that we're on the hot one. Commissioner Ford stated that he didn't have a set position. However, he would want to do a great deal of discussion on it, because he felt this resolution is to big of an issue to not to have that discussion. Commissioner Fong move to table the Resolution. It was **TABLE** unanimously.

Commissioner Kitses asked if this agenda was posted somewhere, where the public could see it. I think what Commissioner Ford is asking is that it be more specific since its dealing with the Priority Transfer.

12. EXECUTIVE SESSION

Adjourned for the Executive Session at 5:15 p.m.

Returned from Executive Session at 6:45 p.m. and meeting continued with President Palega

Marisa Moret was called on to report on the Executive Session and she stated that we had a significant discussion about the items on the agenda and at this point we are not ready to make a recommendation because we are in need of further discussion.

13. COMMENTS ON NON-AGENDA ITEMS

Joe Thomas wanted to know what item or items of the agenda was being discussed in the Executive Session because he felt he was looking at almost the same resolutions and some of the agenda items that he had seen in the past and would like to know exactly which one of the agenda items that were talked about.

Commissioner Kitses answered that they were discussing the employment contracts of Dr. Emma McFarlin and Mr. Ronnie Davis. Mr. Thomas wanted to know what happens to the records that are sent to the qualified people in high office do with the papers when they leave. Commissioner Palega answered, those documents have been referred to staff and it is staffs task to investigate and then come back and make a recommendation on their finding.

Ms. Ozan reported that some 50 to 100 calls she received from mothers that want to come to Commission meetings, but the problem is they have children and wants to know her child is in the house before she leaves. Mother's are telling me that 2:00 is to early to have Commission meetings.

Commissioner Kitses answered that when the meeting time was set for 2:00 p.m., it was in response to the seniors request.

Commissioner Shirley Byrd stated that she was concerned about the 2:00 o'clock meeting time as well, but had been out voted. Commissioner Byrd also asked that at the next Commission meeting the Director of the Department of Social Services be invited to attend to address the question of evictions.

Rev. Fong moved to adjourn the meeting and it was second by President Palega.

With no further business to discuss, the meeting was adjourned at 7:35 p.m.

Ronnie Davis
Secretary/Acting Executive Director

Sululagi Palega, Sr.
President of SFHA Board Commission

SAN FRANCISCO HOUSING AUTHORITY
REVISION TO COMMISSION MINUTES OF OCTOBER 23, 1997

November 20, 1997

TO: Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

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cc: Dr. McFarlin, Executive Monitor
Mr. Ronnie Davis, Executive Director
Mr. Joseph Hamblin, Legal Counsel

FROM: Ann Davis, Commission Secretary

SUBJECT: CORRECTIONS TO THE MINUTES OF OCTOBER 23, 1997

The attachments are corrections made to the minutes of October 23, 1997:

Page 2	Corrected the spelling of **Marisa**
Page 2	Correct the address to Alice Griffith to read **18th** Street
Page 7	Correct the statement made by Ms. Ozan to state **reported**
Page 7	Added statement made by Commissioner Shirly Byrd

Please use the attached two pages to replace the one's you currently have in your minutes for October 23.

3. **APPROVAL OF MINUTES:**

DISCUSSION:

Commissioner Marisa Moret, brought to the Board's attention one correction. In the minutes of July 29, the Commissioners that were present were also shown as absent. After noting the needed correction, Commissioner Marisa Moret made the motion to accept the minutes and Commissioner Ford seconded.

UNANIMOUSLY APPROVED BY THE QUORUM

4. **GENERAL COMMUNICATIONS**

None

5. **REPORT OF THE SECRETARY**

Dr. McFarlin stated that a quorum was present, and Commissioners Sululagi, Palega, Sr., Shirley Byrd, and Rev. Norman Fong, were on tour to visit the Alice Griffith and 18th Street Development. Supervisor Amos Brown has been impress with the HA's modernization program and wanted Rev. Jessie Jackson to see what we have achieved, as a model plan to try and get other cities to follow the kind of program that has been instituted here. One of the first stops that the tour made was the Sunnydale development where Commissioner Byrd lives and certainly she wanted to be at home to greet them when they came to her development. Dr. McFarlin mentioned two very important items on the agenda, the Admission and Occupancy Policies and the other was the Admin. Plan for Section 8.

6. **COMMITTEE REPORT**

Commissioner Marisa Moret requested, if there was no objection, could she make the Committee Report after Executive Session and all agreed to wait until the end of the session.

7. **REPORT OF COUNSEL**

None

8. **TENANTS REPRESENTATIVES REPORT**

None

9. **PUBLIC COMMENT ON ITEMS ON AGENDA**

None

* Replace the page 2 you currently have for October 23, 1997 with this corrected page.

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Ronnie Davis Secretary/Acting Executive Director	Sululagi Palega, Sr. President of SFHA Board Commission